

**DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR
AQUA SOLIS**

NOTICE: As provided in Section 16.6.2 of this Declaration, each Owner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AQUA SOLIS**

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR AQUA SOLIS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR AQUA SOLIS is made and entered into this 16th day of August, 2017, by **Beazer Homes, LLC**, a Delaware limited liability company, as successor by conversion to Beazer Homes Corp., a Tennessee corporation (“**Developer**”).

RECITALS:

A. Developer is the owner of certain real property located in Pinellas County, Florida, described on Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Developer intends to develop the Property into a community to be known as Aqua Solis (the “**Community**”).

C. The Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration.

NOW, THEREFORE, Developer hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

1.1 “Act” shall mean Chapter 720, Florida Statutes, as existing on the date of recordation of this Declaration.

1.2 “Annual Assessments” shall mean assessments or charges levied against all Lots to fund Common Expenses in accordance with this Declaration.

1.3 “ARC” shall mean the Architectural Review Committee of the Association, as established pursuant to this Declaration.

1.4 “ARC Guidelines” shall mean the guidelines for development and/or renovation of the Lots contained or to be contained in the Community. A copy of the initial ARC Guidelines for the Community is contained in Exhibit E attached hereto and made a part hereof. Any amendments or modifications to the original ARC Guidelines need not be recorded in the public records of the County. Wherever in this Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions.

1.5 “Articles” shall mean the articles of incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as **Exhibit B**.

1.6 “Assessments” shall mean any or all of the Commencement Assessments, Annual Assessments, Special Assessments and Specific Assessments.

1.7 “Association” shall mean Aqua Solis Homeowners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns, organized under Chapter 617, Florida Statutes, and the Act.

1.8 “Board” shall mean the board of directors of the Association.

1.9 “Bylaws” shall mean the bylaws of the Association, as same may be amended from time to time, a copy of which is attached hereto as **Exhibit C**.

1.10 “City” shall mean and be defined as the City of Dunedin, Florida, a municipal corporation of the State of Florida, specifically including each and all of its departments and agencies.

1.11 “Commencement Assessments” shall have the meaning set forth in Section 8.4 hereof.

1.12 “Common Area” shall mean (a) any portion or portions of the Property now or hereafter owned by the Association or designated herein or on the Plats as either Common Area (or words to such effect) or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement), including, but not limited to, the Streets, (b) any and all lines, pipes, facilities and other equipment comprising the potable water system and/or sanitary sewer system on the Property (but specifically excluding those lines, pipes, facilities or other equipment located entirely within the physical confines of a Residence or its foundation which serve to provide water and/or sewer service to such Residence, which lines, pipes, facilities or other equipment shall be solely and specifically owned by the Owner), (c) all easement areas in favor of the Association, and (d) the Surface Water Management System (as hereinafter defined).

1.13 “Common Expenses” shall mean all expenses properly incurred by the Association in the performance of its duties pursuant to the Governing Documents, that certain Declaration of Easements and Covenants made by Dunedin Commons, LLC dated February 3, 2016, and recorded February 4, 2016, in Official Records Book 19074, Page 619, public records of Pinellas County, Florida (the “Declaration of Easements and Covenants”), or any agreement properly entered into by the Association, including, but not limited to: (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Area (including, but not limited to, all privacy fences for which the Association has the responsibility pursuant to Section 2.13 hereof) and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs); (b) the expenses of obtaining, repairing or replacing personal property owned by the Association; (c) the expenses incurred in the administration and management of the Association; (d) the expenses

declared to be Common Expenses pursuant to the Governing Documents; and (e) the proportionate share of the expenses for drainage and parks which may be allocated to the Property pursuant to the Declaration of Easements and Covenants.

1.14 “Community” shall mean the subdivision development project known as Aqua Solis.

1.15 “County” shall mean and be defined as Pinellas County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.16 “Developer” shall mean **Beazer Homes, LLC**, a Delaware limited liability company, as successor by conversion to Beazer Homes Corp., a Tennessee corporation, and its successors and assigns. An Owner or a Mortgagee shall not be deemed to be the Developer by the mere act of purchase or mortgage of a Lot. No successor or assignee of Developer shall have any rights or obligations of Developer under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession or assignment, or unless such rights pass by operation of law.

1.17 “Declaration” shall mean this Declaration of Covenants and Restrictions for Aqua Solis.

1.18 “District” shall mean the Southwest Florida Water Management District.

1.19 “Governing Documents” shall mean and collectively refer to this Declaration, the Articles, the Bylaws, and the Rules and Regulations.

1.20 “Governmental Entities” means collectively the agencies of the local, state or federal government having jurisdiction over all or a portion of the Property, including, but limited to, the City, the County and the District.

1.21 “Institutional Lender” shall mean a bank, savings and loan association, insurance company, Federal National Mortgage Association or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

1.22 “Lot” shall mean any plot of land intended for use as a site for a Residence and which is shown as a lot upon the Plat.

1.23 “Member” shall mean every person or entity who is an Owner and in being such the Owners comprise the membership of the Association.

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

1.25 “Permit” shall mean and refer to General Environmental Resource Permit issued by the District, a copy of which is attached hereto as **Exhibit D**.

1.26 “Person” shall mean an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.27 “Plat” shall mean the plat or plats subdividing the Property, as recorded from time to time in the public records of the County.

1.28 “Property” shall mean the real property described in Exhibit A attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

1.29 “Residence” shall mean any residential dwelling unit constructed or to be constructed on or within any Lot, together with any appurtenant improvements.

1.30 “Rules and Regulations” shall mean the rules and regulations adopted by the Board, as same may be amended from time to time.

1.31 “Special Assessments” shall have the meaning set forth in Section 8.5 hereof.

1.32 “Specific Assessments” shall have the meaning set forth in Section 8.6 hereof.

1.33 “Street(s)” shall mean the right(s)-of-way and all streets, roads, drives, courts, ways and cul de sacs within the Property as the same are described in and depicted on the Plats, together with all paving, curbing, gutters, sidewalks and other improvements, facilities and appurtenances from time to time located therein, including street lights and utility lines; but, specifically excluding, however, such utility lines, facilities and appurtenances as are located within such right(s)-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property.

1.34 “Surface Water Management System” shall mean the surface water management and drainage system for the Property which is designed, constructed, implemented and operated to collect, store, retain, detain, inhibit, absorb, treat, convey, drain, use or reuse water to prevent or reduce flooding, overdrainage, water pollution, or other environmental degradation or otherwise affect the quality, quantity and/or rate of flow of surface stormwater drainage on and discharges from the Property in accordance with and pursuant to the Permit and as reflected on the construction plans approved by the applicable Governmental Entity, and includes all land, easements, inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, improvements, facilities, and appurtenances which together constitute and comprise the surface water management and drainage system for the Property. The Surface Water Management System facilities shall be located on land that is designated Common Area on the Plat or located on other land that is owned by the Association or land that is subject to an easement in favor of the Association and its successors.

1.35 “Turnover” shall mean that date following conversion of Class B Membership to Class A Membership, upon which Members other than the Developer are entitled to elect a majority of the member of the Board, as provided in Section 3.3 hereof.

ARTICLE 2 PROPERTY RIGHTS

2.1 Common Area.

2.1.1 All Common Area owned or leased by Association shall be held by the Association for the use and benefit of the Developer, the Association and the Owners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Owners, but excluding the general public (collectively, the "Benefited Parties") and any other Persons authorized to use the Common Area or any portion thereof by Developer or the Association.

2.1.2 All Common Area shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (a) the terms of this Declaration, (b) the terms of any easement, restriction, reservation or limitation of record affecting the Common Area or contained in the deed or instrument conveying the Common Area to the Association, and (c) any rules and regulations adopted by the Association.

2.1.3 The rights and easements of the Benefited Parties and, in general, the use of the Common Areas, shall be subject to the following:

- (a) The right of the Association to limit the use of the Common Areas.
- (b) The right of the Association to suspend the enjoyment rights of an Owner, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the Rules and Regulations or this Declaration.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any governmental body, quasi-governmental body, public agency, authority or utility for purposes associated with such entities. No such dedication or transfer shall be effective unless the Members entitled to cast at least 67% of the total Class A votes and all of the Class B votes agree to such dedication or transfer; provided, however, that this paragraph shall not preclude (a) the Association, on or before Turnover, from dedicating or transferring all or any portion of the Common Area owned by the Association to any public agency, authority or utility for such purposes without the consent of the Owners; (b) the Board from granting specific easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, fire protection, trash collection and utilities and drainage facilities and other utilities or services of the like, upon, over, under and across the Common Area without the consent of the Members; or (c) prevent Developer from granting such specific easements with regard to any portion of the Property owned by Developer, including any Common Area, without the consent of the Members.
- (d) The right of the Association to impose reasonable Rules and Regulations with respect to the use of the Common Areas in addition to those set forth herein.

(e) The restrictions and conditions of any applicable zoning ordinance or development order, or any other regulation, rule or statute.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, such Owner's right or enjoyment to the Common Area and facilities to family members or tenants who reside on such Owner's Lot, but not otherwise.

2.3 Utility Easements.

2.3.1 Developer has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property, and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the Plat (recorded or to be recorded) of the Property or such other instrument defining them.

2.3.2 In addition to the above, Developer hereby reserves unto itself and its successors and assigns an easement over, under, across and through the Common Area as may be required for the construction, maintenance and operation of a two-way communication and monitored access control system. Such utilities, as well as Developer, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements.

2.3.3 Developer hereby grants to the Governmental Entities an easement over, under, across and through the Common Area as may be required for the construction, maintenance and operation of certain utility services.

2.3.4 In the event that a Lot contains lines, pipes, wires, ducts, vents, cable, conduits and other facilities pertaining to the provision of electric, water, sewer, stormwater, Community Systems and Services (as defined hereinafter) and/or other utilities to more than just that one Lot, i.e., to adjacent Lots or Lots in close proximity ("Multi-Use Utilities Facilities"), then a perpetual, non-exclusive easement is hereby created and declared under, over, across and through such Lot to permit:

(a) the use of such Multi-Use Utilities Facilities by the Lot(s) lying adjacent to or in close proximity the Lot containing such Multi-Use Utilities Facilities, so as to enable the use of such utilities within such affected Lots; and

(b) all applicable utility providers and Governmental Entities ("Provider") to install, maintain, repair, replace, modify, remove and/or reconstruct the Multi-Use Utilities Facilities as may be necessary from time to time in order to ensure the provision of services to the various Lots. For purposes of clarity, a Provider shall have a right of entry upon a Lot containing Multi-Use Utilities Facilities, upon prior written notice provide to the applicable Owner(s) (except in the event of an emergency), to undertake any or all of the activities contemplated hereunder; provided, however, that such right of entry shall not be construed or interpreted to mean a right of entry to and within a residential dwelling that has been completed and for which a certificate of occupancy has been issued, and which has been conveyed to a Person other than Developer and is to be used by one family, except in the event of an emergency. A Provider's exercise of its rights under the foregoing shall not unreasonably

interfere with the use of the affected Lot(s) for their residential and intended purposes. A Provider, upon undertaking any of the foregoing activities, shall be required to return the affected Lot(s) their physical condition immediately existing prior to commencement of the activities.

The foregoing easement rights shall exist for so long as the use of the easement does not materially impair the ability of an Owner to use the Lot for residential purposes.

The Owner of a Lot containing Multi-Use Utilities Facilities shall do nothing within, upon or outside of a Lot which interferes or impairs, or which may interfere or impair, the provision of such Multi-Use Utilities Facilities to other Lots, or with the easement rights declared and created in this Section 2.3.4.

As used herein, "Community Systems and Services" means such telecommunication systems (including, without limitation, cable television, satellite television, community intranet, internet, telephone and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), systems and services, utilities, and similar systems and services within the Property, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation and/or provision thereof.

2.3.5 Electricity Easements Pertaining to Residences.

(a) In the event that the Community contains electricity or other utilities that serve more than one Lot, then a perpetual, non-exclusive is declared and granted and exists and shall be deemed to exist under each Lot on which such utilities are located (though not above nor through the interior of any Residence constructed thereon) for such utilities, and under, through and over each Lot on which the utilities are located as may be required from time to time in order to install, maintain, inspect, alter, repair, replace or remove the pipes, wires, ducts, vents, cable, conduits, apparatus and other facilities for such utilities, in favor of (i) the Owners whose Lots are served by such utilities (each, a "Benefitted Owner") and (ii) the Providers. The easement rights granted and declared under this Section 2.3.5 shall exist for so long as the easement does not materially and adversely affect the Owner's use and enjoyment of such Owner's Lot and Residence for residential purposes. The Owner of the Lot encumbered by these easement rights shall be reimbursed for any material physical damage to such Owner's Lot and Residence as a result of use of this easement by the Benefitted Owner(s) or a Provider.

(b) An Owner shall do nothing within or outside such Owner's Lot which interferes with or impairs, or may interfere with or impair, the provision of such utilities or the use of the easements granted and declared under this Section 2.3.5 for the foregoing purposes. The Benefitted Owner(s) and the Provider(s) and/or their respective agents shall have a right of access to each Lot to maintain, repair, replace and/or reconstruct the utilities and to remove any improvements interfering with or impairing such utilities. Such right of access, except in the event of an emergency, shall not unreasonably interfere with the Owner's use of the Lot and the Residence for residential purposes. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice.

(c) The provisions of this Section 2.3.5 shall supersede and take precedence over any provision in this Declaration to the contrary.

2.4 Emergency Drainage Easement. There is hereby created, declared and granted to and for the benefit of the Governmental Entities, a non-exclusive perpetual easement over, under, upon and within the Common Area (including the Streets and all drainage easements and drainage easement areas comprising and appurtenant to the Surface Water Management System) for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System by the Association shall create a hazard to the public health, safety or general welfare. To the extent that a Governmental Entity shall, in fact, undertake any such emergency maintenance and repairs to the Surface Water Management System because of the inadequate maintenance and repair thereof by the Association, the Governmental Entity, as the case may be, shall have a lien upon the Common Area comprising the Surface Water Management System as security for the payment by the Association of those costs and expenses reasonably so incurred by the Governmental Entity in connection therewith. It is expressly provided, however, that the creation, declaration, grant and reservation of such Emergency Drainage Easement shall not be deemed to impose upon the Governmental Entity any obligation, burden, responsibility or liability to enter upon the Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof for any reason or reasons whatsoever.

2.5 Easement for Access and Drainage. 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 Surface Water Management 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 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.

2.6 Construction and Sales Easement. There is hereby created, declared, granted and reserved for the benefit of Developer and its affiliates, together with the right to grant, assign, and transfer the same to their respective sales agents and/or sales representatives as well as to builders or building contractors approved by Developer for the construction of residences within the Property, an easement for construction activities upon Lots and an easement for sales, marketing and promotional activities, including the installation and maintenance of signs on Lots and for the construction and maintenance on Lots from time to time of a sales and administrative center in which and from which Developer and its affiliates and their respective authorized sales agents and sales representatives and approved builders and building contractors may engage in marketing, sales and promotional activities and related or supportive administrative activities of a commercial nature.

2.7 Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners.

2.8 Association's Access Easement. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a non-exclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

2.9 Lot Line Encroachment. Certain Residences and other improvements constructed on Lots by Developer, may be situated so that a portion thereof, including, but not limited to, any exterior wall of such Residence, roof overhangs, air conditioning units, or concrete pads may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line between the Lot upon which said Residence is located and either an adjoining Lot or a portion of the Common Area. In all such cases, said adjoining Lot or portion of the Common Area shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (i) permitting the existence of the encroachment, and (ii) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading, provided that such encroaching structures were constructed by Developer or the construction of such structure is permitted and approved as elsewhere in this Declaration. All of such improvements which have been constructed by Developer and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this Section unreasonably interfere with the use of the Lot subject to same.

2.10 Access. Developer reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way.

2.11 Future Easements. There is hereby reserved to Developer and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, a Governmental Entity or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole and absolute discretion of Developer, for the future orderly development of the Property in accordance with the objectives and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon the Lots pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a residential home site. The easements contemplated by this

Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of the Property in accordance with the objectives and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Developer without the necessity for the consent or joinder of the owner of the particular portion of the Property over which any such further or additional easement is granted or required.

2.12 Easement for Party Walls. All dividing walls which straddle the boundary line between Lots and the Residences constructed thereon and which stand partly upon one Lot and partly upon another, and all walls which serve two or more Lots or the Residences constructed thereon, shall at all times be considered "Party Walls," and each of the Owners of Lots within which such Party Walls shall stand, serve or benefit shall have the right to use said Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for support of the permitted improvements located within said Lots, and for the support of any Residence, constructed to replace the same, and shall have the right to maintain in or on said wall, any pipes, ducts or conduits originally located therein or thereon subject to the following restrictions:

2.12.1 No Owner nor any successor in interest to any such Owner shall have the right to extend said Party Wall in any manner, either in length, height or thickness.

2.12.2 In the event of damage to or destruction by fire or other casualty of any Party Wall, including the foundation thereof, the Owner of any Lot upon which said Party Wall may rest shall have the obligation to repair or build such wall and the Owner of each Lot upon which such Party Wall shall rest, be served or be benefited by shall pay his allocated portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, and in such workmanlike manner with materials comparable to those used in the original Party Wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such Party Wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original Party Wall.

2.12.3 The foregoing provision of this Section 2.12 notwithstanding, the Owner of any Lot, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Owner, or other interested party, to contribution from any other Owner under this Section 2.12 shall be appurtenant to the land and shall pass to such Owner's or other person's successors in title.

The title held by each Owner to the portion of each Party Wall within such Owner's Lot is subject to a cross easement in favor of the adjoining Owner for joint use of said Party Wall.

2.13 Maintenance of Easements. The easement area of each Lot and all improvements in it shall be maintained by the Owner of the Lot, except for (a) those Community improvements for which a public authority or utility company is responsible, (b) the privacy fences erected in those fence easement areas as depicted on the Plat, for which privacy fences the Association shall be responsible for the maintenance, repair, replacement and/or reconstruction thereof, and

(c) those other easement areas described in this Declaration or on the Plat as being the responsibility of the Association.

2.14 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS; TURNOVER

3.1 Membership Appurtenant. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Voting Rights. The Association shall have two classes of voting membership:

3.2.1 Class A. The “Class A Members” shall be all Owners, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one (1) vote be cast with respect to such a Lot.

3.2.2 Class B. The “Class B Member” shall be Developer. The Class B Member shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote; provided, however, that the Class B membership shall cease and convert to Class A membership at Turnover.

Notwithstanding that there shall be two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the membership as a whole, not on votes cast by or within each class of voting membership.

3.3 Turnover of the Association

3.3.1 Turnover shall occur upon which Class B membership ceases to exist and is converted into Class A membership, which shall be on the earlier of (a) a triggering event contained in Section 720.307(1) of the Act, or (b) the date that Developer waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County.

3.3.2 Subsequent to Turnover, Developer shall be entitled to elect at least one member of the Board (and in fact shall be entitled to elect all members of the Board which will constitute one less than a majority of the members of the Board) as long as Developer holds for sale in the ordinary course of business at least 5% of the Lots that may be constructed in all phases of the Community that will ultimately be operated by the Association.

3.3.3 After Turnover:

(a) Developer may exercise the right to vote in the same manner as any other Member, except for purposes of reacquiring control of the Association by selecting the majority of the members of the Board; and

(b) Class B membership shall terminate and Developer shall own Lots in the same manner as a Class A Member.

ARTICLE 4
PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS TO THE PROPERTY

4.1 Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

4.2 Additions to or Deletions from the Property.

4.2.1 Additions to the Property. Additional land (which shall not necessarily be required to be contained within the general concepts of the Community, and in fact may be lands located in the general vicinity of the Community as owned by Developer) may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Article. Such additional property may constitute additional Common Property or a portion of the Property. Notwithstanding the foregoing, however, under no circumstances shall Developer be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property shall in any way be affected by or become subject to this Declaration. All additional land which is brought within the jurisdiction and control of the Association and made subject to this Declaration, pursuant to this Article, shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Developer neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

4.2.2 Mergers. Upon a merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Association under this Declaration and administer the covenants and restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

4.2.3 Deletions from the Property only by Developer. Except as otherwise provided herein pertaining to deletions from the Property, only Developer may delete and withdraw a portion of the Property from being subject to this Declaration.

4.2.4 Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to this Declaration by, and only by, the following procedure:

(a) Addition of Lands by Developer. Except as otherwise provided in herein where applicable and to the contrary, Developer shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or any Owner or Member, or other third party to make additional lands owned by Developer subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Developer must obtain the consent and approval of each holder of such Mortgage(s). In Developer's sole discretion, portions of such additional land may be designated as Common Area.

(b) Procedure for Adding Lands. The addition shall be accomplished by Developer filing of record in the public records of the County a supplement to this Declaration with respect to the additional land is made subject to this. Except as otherwise provided herein where applicable, such supplement need only be executed by Developer and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of Mortgage(s) on such additional land. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by this Declaration affecting the land already constituting the Property unless such supplement also constitutes an amendment accomplished in accordance with the provisions of this Declaration.

4.2.5 Continued Use of Common Area. No addition shall revoke or diminish the rights of the Owners of the Property to the utilization of the Common Area as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

4.2.6 Withdrawal of Lands by Developer. Developer may delete and withdraw one or more portions of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records of the County which specifically and legally describes the property being withdrawn. Developer must own the property being withdrawn. Such supplement need only be executed by Developer and shall not require the joinder and consent of the Association or any Owner or Member, or other third party.

4.2.7 No Obligation to Add or Withdraw Lands. Nothing contained in this Article shall obligate Developer to make additions to or deletions from the Property.

4.2.8 Voting Rights of Developer as to Additions to the Property. Developer shall have no voting rights as to the land to be added to the Property or any portion thereof until such land is actually added to the Property in accordance with the provisions of this Article. Upon such land being added to the Property, Developer shall have the voting rights as set forth in the instrument amending or supplementing this Declaration.

4.2.9 Assessment Obligations of Developer as to Additions to the Property. Developer shall have no Assessment obligations as to the land added to the Property until such land or portion thereof is actually added to the Property in accordance with the provisions of this

Article, following which Developer shall have Assessment obligations as set forth in this Declaration (unless Developer is providing deficit funding in accordance with Section 8.10 hereof).

4.3 Platting. As long as there is a Class B Membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner.

4.4 Minor Adjustments in Use Classifications/Conveyances; Non-Binding Plans. Notwithstanding any other provisions of this Declaration or the Plat(s) to the contrary, in order to carry out the overall objectives and purposes of this Declaration, Developer hereby reserves the right, subject to and with the written consent and approval of the Board and without requirement for approval from the Members, to make (as determined by Developer in its reasonable discretion from time to time) minor or de minimus adjustments in the use classifications of the Property between residential property (i.e., Lots) and Common Area, and to thereafter transfer and convey to the Association or to any Owner or third party, and/or cause the Association to transfer and convey to Developer or to any Owner or third party, those relatively small or de minimus portions of the Property to which such adjustments in use classification are so made. For example, Developer, with the written consent and approval of the Board, may declare that a portion of a particular Common Area tract shall be reclassified as a Lot or Lots, or a portion of an existing Lot, and transferred and conveyed by whichever one of Developer or the Association shall then be the Owner thereof. Also, Developer may reclassify a Lot as a portion of the Common Area and convey such Lot or portion of a Lot to the Association as Common Area. Any adjustment to the Common Area pursuant to this Section shall not interfere with the ability of the Owners to use the recreational facilities within the Common Area.

4.5 Waiver and Consents to Future Changes. From time to time, Developer and/or others may present to the public drawings, renderings, plans or models showing possible future development of the Property. Developer does not represent, warrant and/or guarantee that the development programs or features of any such drawings, renderings, plans and/or models will be carried out or how the future improvements, if any, within the Property will actually be developed and/or built. Any such drawings, renderings, plans and/or models are conceptual in nature and do not represent a final development or improvement plan. Each Owner acknowledges, covenants and agrees that Developer shall have no liability to any Owner or other party for any changes to, or failure to complete, any development and/or improvements in accordance with any drawings, renderings, plans and/or models. Each Owner further acknowledges that the development of the Property may extend over a number of years, and each Owner specifically and voluntarily agrees and consents to all changes in the following:

- 4.5.1 uses or density of Lots within the Property;
- 4.5.2 the architectural scheme of the Property; and/or
- 4.5.3 the architectural pattern of the Property.

Each Owner acknowledges and agrees that the Owner is not entitled to rely upon, and has not received and/or relied upon, any representations, warranties and/or guarantees of any type or nature whatsoever as to the current or future: design, construction, completion, development, use, benefits and/or value of land within the Property; number, types, sizes, prices and/or designs of any Residence, structure, building, facilities, amenities and/or improvements built or to be built in or on any portion of the Property; and/or use or development of any land, real property, personal property, building, structure and/or improvement adjacent to or within the vicinity of the Property.

4.6 Special Taxing Districts. In the event that a special taxing district or community development district (hereinafter, "**Taxing District**") is established to provide any services currently rendered by or which are or are to be the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created. Notwithstanding the above, any transfer of the operation and maintenance permit for the Surface Water Management System must be approved in writing by the District.

ARTICLE 5 FUNCTIONS OF THE ASSOCIATION

5.1 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.2 Required Services. In addition to those other responsibilities specified in the Governing Documents, the Association or its management company, if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

5.2.1 All maintenance of the Common Area and repair and replacement of all improvements thereon as and when deemed appropriate by the Board. Such maintenance shall include but shall not be limited to (a) those portions of the Common Area designated by applicable permits or other recorded instruments as conservation tracts, stormwater management tracts, vegetated natural buffers or similar designations, in accordance with all permit requirements, rules and regulations promulgated by all Governmental Entities and (b) all privacy fences for which the Association shall have the responsibility as described in Section 2.13 hereof.

5.2.2 Maintenance of lawn and landscaping on Lots (save and except for those portions of a Lot which are enclosed within a fence serving to create an enclosed portion of the

Lot, as the Owner of such a Lot shall be solely responsible for maintaining any and all lawns and landscaping contained within such enclosed area).

5.2.3 Painting and non-structural, cosmetic maintenance of the exterior surface of the walls of any Residence or improvement on any Lot, and maintenance, repair and replacement of the roof of the Residence contained on a Lot (such responsibilities being limited to the exterior surfaces of the roof (e.g., shingles) and the roof underlayment, but in no manner being deemed to include structural elements or components of the roof system), all as the Board deems proper, in their sole discretion; provided, however, that such exterior painting, cosmetic maintenance, and structural maintenance, repair or replacement shall be for ordinary wear and tear from time to time and not for damages caused by fire, hazards, or any other perils or any casualty loss. Should the Board determine that such painting, maintenance, repair or replacement is required as a result of negligence, damage or abuse by an Owner or its tenants or invitees, charges for said painting, maintenance or repair will be assessed to such Owner. The Association shall not maintain air-conditioning units, doors, door frames, window frames, glass surfaces, locks, garage doors, if any, or any interior surfaces of Residences or improvements located on the Lots.

5.2.4 Payment of ad valorem taxes, non-ad valorem assessments and personal property taxes, if applicable, with respect to the Common Area.

5.2.5 Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time.

5.2.6 Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.

5.2.7 Conducting business of the Association, including arranging for administrative services such as management services, legal, accounting, financial and communication services such as informing Owners of activities, meetings, and other important events. The Association shall expressly have the power to contract for the management of the Association and/or the Common Area, if any, further having the power to delegate to such contractor any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

5.2.8 Purchasing insurance to the extent necessary to insure Association property, liability of the Association, its officers and the Board, and any other insurance to the extent deemed necessary or desirable by the Board.

5.2.9 Acceptance of any instrument of conveyance with respect to the Common Area delivered to the Association.

5.2.10 Operation, maintenance, monitoring and repair of the Surface Water Management System in accordance with the Permit. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management

capabilities as permitted by the Governmental Entities. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved in writing by the Governmental Entities, if applicable.

5.2.11 Maintenance of any lakes, drainage areas, drainage easements, and control structures, and preservation and protection of all designated conservation areas, if any, and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the Governmental Entities and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the Governmental Entities.

5.2.12 Monitoring and maintenance of wetland mitigation areas, if any, described in the Permit shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy Permit conditions.

5.3 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

5.3.1 Such other services as are authorized in the Governing Documents.

5.3.2 Cleanup, landscaping, maintenance, dredging, water treatment or other care of lakes, ponds, canals, roads, or other property (public or private), adjacent to or near the Property, to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

ARTICLE 6 COMMON AREA

On or before Turnover, Developer shall convey its interest, if any, in the Common Area to the Association. The Association shall accept title to any interest in real or personal property transferred to it by Developer. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interest and licenses to use. Any fee simple interest in property transferred to the Association by Developer shall be transferred to the Association by quit-claim deed, free and clear of all liens (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Developer in the instrument of conveyance. The property or interest in property transferred to the Association by Developer may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property. No title insurance or title opinion shall be provided to the Association by Developer.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR

IMPLIED, IN FACT OR BY LAW WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

ARTICLE 7 COMMUNITY WALLS

7.1 Community Walls. Developer or the Association may construct walls or fences (the "**Community Wall(s)**") in the Common Area, easements, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, retaining wall, or for any other reason at the sole discretion of Developer or the Association, or as a requirement of any municipality or governing authority for the benefit of the Association. Such walls or fences cannot alter the drainage flow of the Surface Water Management System unless prior written approval is received from the District.

7.2 Maintenance of Community Walls. Community Wall maintenance and repair shall be performed by the Association, as determined by the Board. Should the Board determine that maintenance and/or repair is a result of negligence or abuse by an Owner, charges for said maintenance and/or repair will be assessed to such Owner. Owners shall not remove, alter, improve, paint, repair, maintain or otherwise modify Community Walls without the express written permission of the Board.

7.3 Easement for Community Walls. An easement is hereby created in favor of Developer and the Association for the construction, management, inspection, painting, maintenance and repair of Community Walls. If and when a Community Wall has been constructed, the location of the easement with regard thereto shall be where the Community Wall exists and such area adjacent to the Community Wall necessary for ingress and egress and to construct and maintain such wall. The blanket easement hereby granted shall not interfere with the provisions for access to Residences and Lots by curb cuts, driveways and the like. Entry upon a Lot by Developer, the Association or their agents, as provided herein, shall not be deemed a trespass.

ARTICLE 8 COVENANT FOR ASSESSMENTS

8.1 Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to their Lot, is deemed to covenant and agree to pay to the Association Commencement Assessments, Annual Assessments, Special Assessments, and Specific Assessments. All Assessments, together with late fees, interest, costs and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due until paid.

8.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property, for the operation of the Association, and for the improvement, maintenance and repair of the Common Area, and Surface Water Management System, including, but not limited to, work within retention areas, drainage structures and drainage easements, easement areas benefiting the Property, right-of-way areas adjacent to the Property which the Association chooses to maintain, or for any other purpose set forth in this Declaration that the Board deems appropriate.

8.3 Annual Assessments. The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year an Annual Assessment in order to provide funds required for the payment of Common Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration. Such Annual Assessments shall be established, made, levied, imposed, enforced, collected and otherwise governed by the provisions contained in this Declaration.

8.4 Commencement Assessment. The Association shall levy and impose on each Lot a commencement assessment of Five Hundred and No/100ths Dollars (\$500.00) per Lot (the "Commencement Assessment"). The Commencement Assessment shall be paid directly to the Association by the initial Owner of the Lot (other than Developer) at the closing of the initial sale, transfer and conveyance of such Lot from Developer to such initial Owner. The Association may use the Commencement Assessment for any of the purposes and services set forth in this Declaration. The payment of the Commencement Assessment shall not be refundable or applied as a credit against the Owner's payment of other assessments. The amount of the Commencement Assessment, if changed from the above, shall be specified in the purchase contract between Developer and the purchaser.

8.5 Special Assessments. In addition to other authorized assessments, the Association may levy assessments or charges from time to time to cover unbudgeted expenses or expenses in excess of those budgeted ("Special Assessments"), provided that any such Special Assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than fifty one percent (51%) of the votes of the Association present at a meeting duly called for that purpose.

8.6 Specific Assessments. The Association may levy assessments or charges against a specific Lot ("Specific Assessments") to recover any indebtedness of the Owner of that Lot to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract, express or implied, or because of any act or omission of the Owner or any occupant of such Lot, or arising by reason of Owner's failure to properly maintain their Lot and Residence as herein provided.

8.7 Uniform Rate of Assessment. All Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots.

8.8 Reserves.

8.8.1 The Annual Assessments shall include reasonable amounts to be collected and held in reserve accounts for the future maintenance, repair or replacement of painting of the Residences and replacement of roofing components for the Residences as specifically contemplated to be the Association's responsibility pursuant to Section 5.2.3 hereof.

8.8.2 The Annual Assessments may include reasonable amounts to be collected and held in reserve accounts for the future maintenance, repair or replacement of all or any portion of the Common Area, including, without limitation, the Surface Water Management System.

8.8.3 The reserve accounts shall comply with the requirements of the Act.

8.9 Date of Commencement of Annual Assessments: Due Dates. If a Residence has been constructed on a Lot and a certificate of occupancy has been issued for such Residence, then the Annual Assessments shall commence as to such Lot on the date that such Lot is conveyed by Developer to a third party Owner. If a Residence has not been constructed on a Lot (meaning that no certificate of occupancy has been issued), the Annual Assessments shall commence as to such Lot on the date that such Lot is conveyed by Developer to a third party Owner. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, or quarter-annual installments if so determined by the Board. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the Assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

8.10 Developer's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists, Developer may elect not to pay Assessments on unoccupied Lots owned by Developer. Should Developer elect not to pay the Assessments, Developer shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Section 8.2 of this Article, in excess of the total amount collected by the Association through all Assessments. Developer, however, shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement fund

or special Assessment. Developer shall be obligated for deficit funding for each year of operation until such time that Developer shall give written notice to the Board terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Lot owned by Developer for which a certificate of occupancy has been issued for the Residence constructed thereon shall thereafter be Assessed in the same manner as Lots owned by Owners other than Developer.

8.11 Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

8.12 Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent Assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

8.13 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage held by an Institutional Lender. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. If a Mortgage against a Lot (i) is properly recorded as a first mortgage before the Association's claim of lien is recorded and (ii) maintains first mortgage priority, then the liability of the Lot and the first mortgagee (and its successor or assignee who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the subsequent holder of the first mortgage) for the unpaid Assessments that became due before the first mortgagee's acquisition of title is limited to the lesser of:

8.13.1 The Lot's unpaid Assessments which accrued or came due during the 12 months immediately preceding the acquisition of title or for which payment in full has not been received by the Association; or,

8.13.2 1% of the original debt secured by the first mortgage.

Failure to pay Assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect Assessments.

8.14 Developer Advances. Developer may, in its sole discretion, advance and loan monies or other property in lieu of monies to the Association for any purpose including providing working capital. Such advances shall be considered a loan by Developer to the

Association and may be evidenced by a promissory note executed by the Association in favor of Developer. The Association, by and through its officers, directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Association and obligate the Association to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after Turnover.

8.15 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

8.15.1 All real property deeded to and accepted by the Association, a Taxing District, or a public authority devoted to public use; and

8.15.2 Any portion of the Property not designated as a Lot.

8.16 Utility Assessments. The Association may choose to have the Community metered for water utilities as a whole. If so, the Association shall purchase water for the Property from a public utility, and the public utility will determine water usage for the Lots and Common Areas by way of master meter. The costs for water utilities shall be a Common Expense, divided amongst the Owners on an equal fractional basis. The Lots will not be sub-metered, and the Owners will not receive an individual water bill or an itemized bill showing the water usage as a separate item, nor will there be any other method for prorating the costs of the water utilities for the Lots.

8.17 Application of Payments. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of the Governing Documents and the Act, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent and/or accelerated Assessment(s) or installment(s) thereof. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

ARTICLE 9 ARCHITECTURAL CONTROL

Except for those improvements constructed by Developer, no building, garage, shed, fence, wall, statue, yard ornament, mailbox, newspaper box, dock, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) 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 Board or by an architectural committee appointed by the Board. Maintenance of any improvement or architectural change approved by the Board in favor of an Owner shall become that Owner's responsibility.

The Board may promulgate design and development guidelines, application and review procedures, and building criteria (the "Guidelines"). The Guidelines, if any, shall be promulgated on behalf of the Association and shall be binding upon all Owners, builders,

developers and contractors. The Board shall have sole and full authority to prepare and to amend, from time to time, the Guidelines.

9.1 ARC Guidelines. Until such time as Developer no longer owns any portion of the Property, Developer shall have the exclusive power and right to adopt from time to time the ARC Guidelines, which standards shall be applied by the ARC and the Board in their respective capacities as provided hereinafter. The initial ARC Guidelines are contained in Exhibit E attached hereto. No material alteration, modification or addition to a Residence, or a material change in external appearance of a Residence, or any modification, addition or deletion to or from the landscaping as contained on a Lot subsequent to initial installation by Developer, shall be undertaken without the prior written approval of the ARC in accordance with this Article. The ARC Guidelines shall be created by Developer and may be changed in the future by Developer from time to time in its sole discretion. Upon such time as Developer no longer owns any portion of the Property, the Association shall inure to the powers and rights of Developer under this Article 9.

9.2 Role of the Board and the ARC. The purpose of the Board and the ARC is to ensure the maintenance of the Property as an area of highest quality and standards and to ensure that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view. All references to the ARC shall also reference the Board.

9.3 Composition of the ARC. Until such time as Developer no longer owns any portion of the Property, Developer shall be solely responsible for appointing the members of the ARC (it being Developer's intention to ensure harmonious and consistent use of the various portions of the Property by the Owners), and the number of members shall be permitted to change from time to time in the sole discretion of Developer. Subsequent to the time that Developer no longer owns any portion of the Property, (a) the Board shall appoint the chairman and the members of the ARC, (b) the ARC shall consist of 3 members, (c) the Board may remove ARC member(s) if determined beneficial, and (d) where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board. Powers of the ARC. The ARC shall represent, act as directed by, and report to the Board; however, the Board shall retain final authority, as the ARC is a committee of the Board. The ARC shall evaluate, control and approve construction, remodeling, or additions to the buildings and structures and other improvements on each Lot in the manner and to the extent set forth herein. No building or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the ARC and/or the Board, have been submitted to and approved in writing by the Board. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

9.5 Plans and Specifications. The ARC shall require that all Plans and Specifications be accompanied by site plans showing the detail of the siting of the structure or improvement under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a minimum of 2 complete sets, or as many as requested by the ARC, of

Plans and Specifications must be submitted to the ARC. In addition, if requested by the ARC, there shall be submitted to the ARC for consideration such samples of building materials proposed to be used as the ARC shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the ARC or the Board upon application of the Owner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Association forms.

9.6 Recommendations of the ARC. Once the ARC has received and reviewed the Plans and Specifications submitted by an Owner, the ARC may either (a) approve or disapprove the proposal of the Owner, or (b) request additional information as the ARC deems necessary in its discretion to be able to render a decision. In the event that the ARC fails to approve or disapprove such Plans and Specifications, or request additional information, within thirty (30) days after an Owner's submission of the Plans and Specifications to the ARC, approval of such Plans and Specifications shall be deemed denied.

9.7 Approval of Plans and Specifications. Upon written approval of the Plans and Specifications, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's expense. All costs and expenses of the Association (including attorney's and paraprofessional's fees) related to the enforcement of these covenants shall be paid by the Owner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved. Each Owner, by virtue of taking title to a Lot, understands and agrees, and shall be deemed to understand and agree, that approval of the ARC in no manner eliminates any obligation to obtain governmental approval for the contemplated activity, or that upon proper application to such governmental authority the contemplated activity will be permitted. Any approval of a proposed activity by the ARC shall immediately and automatically become null and void upon a written rejection of an application to a governmental authority for authorization to undertake the proposed activity (e.g., denial of a building permit).

9.8 Rejection of Plans and Specifications. The ARC shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with Developer's future development plans for the Property. In the event the ARC rejects such Plans and Specifications as submitted, the ARC shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the ARC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Lot upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design

with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots.

9.9 Appeal by Aggrieved Owner.

9.9.1 Prior to Turnover. Prior to Turnover, if the ARC rejects such Plans and Specifications, the aggrieved Owner and/or any other interested Owner may appeal such adverse decision to the Board, and any decision by the Board shall be final and binding.

9.9.2 Subsequent to Turnover. Subsequent to Turnover, if after the Board's review the appealing Owner is still in disagreement with the Board's decision, such Owner may appeal such adverse decision by submitting in writing to the Board a request to call a special meeting of all Members to consider the propriety of the Board's decision within 10 days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Owner. At such special meeting, the proposal made by the Owner and the decision of the ARC and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Owners. A vote of a majority of the votes eligible to be cast in Association matters which are present in person or by proxy of a duly-called and noticed meeting of the Members at which a quorum is present shall be necessary to overturn an adverse decision of the ARC and the Board against the Owner.

9.10 No Waiver of Future Approvals. The approval of the ARC of any proposals or Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

9.11 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

9.12 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from doing further work within the Property by the Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the Bylaws.

9.13 Right to Inspect. Subject to reasonable advance notice for occupied Residences, there is specifically reserved unto the ARC the right of entry and inspection upon any Lot for the

purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and through the private roadways of the Community and a right of entry upon any Lot is hereby granted to the Governmental Entity and other applicable governmental entities for the limited purpose of permitting code inspectors to inspect and examine the construction of improvements, additions, or modifications on such Lot.

9.14 Exemption. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Developer on any portion of the Property and from time to time shall be exempt from the provisions of this Article.

9.15 Amendment. This Article may not be amended without Developer's written consent in its sole and absolute discretion so long as Developer owns any portion of the Property or until Developer has elected not to add any additional property to the scope of this Declaration.

9.16 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Association to any addition, alteration, improvement, or change may be conditioned upon the Owner requesting such approval obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Association.

9.17 No Liability. Notwithstanding anything contained herein to the contrary, Developer or the ARC, as applicable, shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner or any other Person due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any applicable standards, guidelines and/or criteria or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and Developer, the ARC or the Association, as applicable, shall not

be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

ARTICLE 10 USE RESTRICTIONS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns. Notwithstanding anything to the contrary herein, Developer shall be exempt from application of the terms and provisions of this Article so long as it owns any portion of the Property, which exemption provisions may not be amended without the prior written consent of Developer for so long as Developer owns any Lot in the Community. The provisions and restrictions of this Article are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval hereunder. The Association, acting through its Board, shall have the authority to make and to enforce reasonable Rules and Regulations which provide standards governing the use of the Property, in addition to those contained herein.

10.1 Residential Lots. Except as specifically provided in this Declaration, no use shall be made of Lots other than for residential purposes.

10.2 Mining or Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Developer or the Association, or any assignee of Developer or the Association, in dredging lakes, ponds or other water areas, creating land areas from lakes, ponds or other water areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

10.3 Antennas, Aerials, Satellite Dishes and Flagpoles. No Owner shall install or permit to be installed any antenna aerial or satellite dish ("Antenna") on a Lot if the size of the Antenna is one meter (39.37 inches) or greater in diameter. Any Owner installing an Antenna less than one meter in diameter shall install such Antenna in a place where it is not visible from the adjacent Street, giving primary consideration to installation on the rear of the house or the back yard of the Lot. Under no circumstances may an Antenna be mounted on a mast such that the mast height exceeds the top of the roof line of the house on the Lot by more than twelve (12) feet. In the event that any applicable law currently enacted or enacted in the future precludes the enforcement of this provision, this provision shall be preempted only to the minimum extent required to comply with such applicable law.

10.4 Rooftop Structures. Subject to the provisions of all applicable Florida Statutes, to the extent applicable, no discs, dishes, appliances, equipment (including air conditioning equipment), skylights, hot water flues or other rooftop installation or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any Residence without prior written approval of the Board.

10.5 Shutters and Window and Door Coverings. No exterior windows or doors of any building or other improvements on a Lot shall be covered by any shutters (including hurricane or storm shutters), boards, or similar type window coverings; except such as may be required for protection from severe storms and only then during the actual period of any such severe storm and the period within seventy-two (72) hours before and seventy-two (72) hours after an anticipated severe tropical storm or hurricane; nor shall any such windows or doors be covered by or coated with any foil or other reflecting or mirrored materials. The foregoing restriction shall not be construed as a prohibition against decorative exterior shutters located to the side of or over window or door openings; provided the same have been approved in writing by the Board.

10.6 Holiday and Outside Lighting.

10.6.1 Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of Residences and upon Lots only in the manner and for the period of time described in the ARC Guidelines.

10.6.2 With regard to those portions of a Lot maintained by the Association (if any), no lighting or any facilities or electrical cords related thereto or any decorations shall be permitted to be placed upon or across any grass area maintained by the Association, and the Association and its agents shall be permitted, but shall not be required, to remove any such items which serve as impediments to the mowing of the grass, and the Owner, by placement of any lighting or decorations, hereby assumes the risk that such lighting and decorations may be inadvertently damaged or destroyed.

10.6.3 Except for seasonal holiday lights, and any exterior lighting initially installed by Developer or the Association, no spotlights, flood lights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or upon the Common Area or any part thereof.

10.7 Landscaping. Subject to the provisions of all applicable Florida Statutes, to the extent applicable, no Owner shall construct or install improvements, landscaping, artificial vegetation, exterior sculptures, fountains, rocks, or similar items upon any portion of a Lot, nor shall any Owner alter or make additions to improvements or landscaping installed by Developer or the Association, without the prior written approval of the Board.

10.8 Trees. Trees shall not be cut or removed without prior written approval by the Board.

10.9 Walls and Fences. Except for walls or fences constructed by Developer or the Association, no walls, fences, hedge, or similar structures, dog runs or animal pens of any kind shall be placed or erected on the Property without prior written approval of the Board.

10.10 Subdivision or Partition. No portion of the Property shall be subdivided except with the Board's or Developer's prior written consent.

10.11 Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such

incident, as determined by the Board, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

10.12 Insurance. Nothing shall be done or kept on the Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board.

10.13 Surface Water Management System.

10.13.1 No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the Surface Water Management System includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities that are consistent with the design and permit conditions approved by the District in the Permit may be conducted without specific written approval from the District.

10.13.2 No Owner may construct or maintain any building, residence or structure of any kind, or undertake or perform any activity in the Surface Water Management System, wetlands, wetland mitigation areas, buffer areas, upland conservation areas, if any, and drainage easements described in the Permit and Plat unless prior approval is received from the Board and the District.

10.13.3 No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Board and the District.

10.13.4 No Owner shall remove native vegetation that becomes established within the Surface Water Management System without prior written approval from the District and the Board. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water Management System to the District Permitting Department.

10.13.5 No Owner shall in any way deny or prevent ingress and egress by Developer, the Association, the City, the County, or the District to any drainage areas or the Surface Water Management System for maintenance or landscape or enforcement purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Developer, the Association, the District, the City, the County, or any appropriate

governmental or quasi-governmental agency that may reasonably require such ingress and egress.

10.13.6 No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall dig, excavate, fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water Management System without the prior written consent of the Board and District.

10.13.7 No sidewalk, driveway, impervious surface, paving, patio, deck, pool, air-conditioner, structure, utility shed, pole, fence, wall, irrigation system, tree, shrub, hedge, planting, landscaping plants other than grass, or other improvement shall be placed by an Owner within a drainage area, drainage easement, or the Surface Water Management System, except for landscaping of stormwater detention and retention ponds as required by governmental land development code.

10.13.8 In addition to the Association, the District, the City and the County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

10.13.9 Developer shall convey its interest in the Surface Water Management System to the Association (excluding that portion of the Surface Water Management System located on Lots). After said conveyance, the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the administration, monitoring, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System. Accordingly, each Owner, by acceptance of a deed to their Lot, shall be deemed to have agreed that Developer, the City, the County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System and each Owner shall be deemed to have agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

10.13.10 Copies of the Permit and any future Permit actions of the District shall be maintained by the Association's Registered Agent for benefit of the Association at the office of the Association. The Permit shall be owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. If the Permit is issued in Developer's name, then on or before the conversion of the rights of the Class B Membership to Class A Membership, pursuant to Section 3.3 of this Declaration, Developer shall transfer and the Association shall accept and assume all rights and obligations of Developer under the Permit.

10.13.11 Each Owner shall use and maintain the portion of their Lot located in the Surface Water Management System or within drainage easements, if any, in compliance with the Permit, City and/or County approvals, and all other applicable rules and regulations. Owner, at its sole expense, shall immediately correct or abate all violations of or non-compliance with the Permit, City and/or County approvals, and all other applicable rules and regulations.

10.13.12 Each Owner, at the time of construction of a building, Residence or structure, shall comply with the construction plans for the Surface Water Management System approved by and on file with the District.

10.13.13 If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility pursuant to the Articles.

10.14 Pets, Livestock and Poultry. Owners are granted a license to maintain not more than two (2) dogs, two (2) cats, two (2) birds and fish on each Lot. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than as described above, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No animals shall be allowed outside a Lot except on a leash. No animals shall be permitted to place or have excretions on any portion of the Property unless the owner of the animal physically removes any such excretions from that portion of the Property.

10.15 Signs. No signs, including "for sale" or "for rent", freestanding or otherwise installed, may be erected or displayed to the public view on any Lot except for a single sign for the purpose of advertising the sale of Residence, provided that any such sign shall contain only the notation "for sale", "for rent" or "for lease", the telephone number and name of the agent and/or real estate broker, or "by owner", as applicable, and shall not be more than four (4) square feet in area. Notwithstanding the foregoing, Developer specifically reserves the right for itself, its successors, nominees and assigns, and the Association to place and maintain signs in connection with construction, marketing, sales and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

10.16 Mailboxes. Mail kiosks approved by Developer and in compliance with U.S. Postal Service regulations will be provided in one (1) location in the Community. Owners will be provided with a mailbox number and key. The Owner of a Lot shall be entitled to the sole and exclusive use of the individual mailbox contained within the mail kiosks which pertains to the Owner's Lot. No other mailboxes shall be permitted on the Property without the prior written approval of the Board. As and to the extent necessary, a perpetual, non-exclusive easement is hereby granted to the Owners over, across and through the Common Areas and any portion of a Lot containing the mail kiosks so as to permit necessary access; provided, however, that the scope of the foregoing easement shall be specifically limited to pertain only to the smallest amount of any Lot if and to the extent necessary to obtain access to the mail kiosks.

10.17 Garbage Containers, Oil and Gas Tanks, Outdoor Equipment, Recycle. All garbage and trash containers must be placed in walled-in areas or garage so that they are not visible from any adjoining Lot or any Street. Trash containers may be brought to the curb after 8:00 p.m., on the evening prior to a garbage collection day designated by the agency responsible for collecting garbage and trash for the Property. Trash containers must be removed from the curb and returned to a walled-in area or garage within twelve (12) hours of garbage pick-up. Other than one (1) portable propane tank for use with an outdoor barbeque grill, no oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board

and such tanks shall be located so they cannot be seen from other Lots, Common Area or Streets. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. If recycling service is available, each Owner shall use its best efforts to utilize such service and recycle.

10.18 Vehicles and Recreational Equipment. No truck or commercial vehicle, limousine, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any Street and are shielded from view from any adjoining Lot. For the purposes of this rule the following definitions shall apply:

10.18.1 “Truck” means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or “topper” for the cargo-carrying area, it shall be deemed to be a Truck; however, “pick-up trucks” or “sport utility vehicles” with a cargo capacity of one ton or less that are not Commercial Vehicles (as hereinafter defined) are permitted to park on the driveway of a Residence.

10.18.2 “Commercial Vehicle” means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Developer.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twelve (12) consecutive hours or for twenty-four (24) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

10.19 Parking. Owners shall park their vehicles within the garage portion or driveway of Owner’s Residence. All parking within the Property shall be in accordance with the rules and regulations adopted from time to time by the Board. Each Owner is specifically cautioned that they and the occupants of their Residence may be limited or restricted as to the number of vehicles they may park or store on the Property. Any vehicle parked in violation of this Section is subject to being towed away at the owner’s expense without further warning. No on-street

parking will be permitted unless for special events approved in writing by Developer (until Turnover), and thereafter, by the Board or a Board-appointed committee.

10.20 Garages. Garage doors shall be closed except when reasonably necessary for use of garage and shall not be permanently enclosed or screened. No garage may be converted for use as living space, office or for any purpose other than as a garage.

10.21 Garage Sales or Yard Sales. No "Garage Sales" or "Yard Sales" or similar sales, by whatever name given or ascribed to the same, shall be conducted or permitted on or within the Lots without prior written approval by the Board.

10.22 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

10.23 Prohibited Structures. No structure of a temporary character including, but not limited to, trailers, tents, shacks, sheds, barns, tree-houses, garages, tool sheds, guest quarters, carports, storage buildings or other outbuildings shall be placed or erected on any Lot without prior written approval of the Board.

10.24 Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Section shall be decided by the Board, whose decision shall be final.

10.25 Window Treatment. No reflective foil, sheets, newspapers or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige or similar light coloring.

10.26 Air Conditioners. Wall or window air conditioning units or heating units are not permitted.

10.27 Games and Play Structures. All game and play structures, including basketball courts, basketball standards or backboards (whether permanent or moveable), tree houses and other play structures shall not be installed, placed or affixed to any structure on any Lot, unless located at the rear of the Residence on the Lot so they cannot be seen from any Street and are shielded from view from any adjoining Lot. All bicycles, toys and outdoor recreational equipment must be taken inside the Residence at night.

10.28 Swimming Pools. Swimming pools shall not be permitted on the Lots.

10.29 Common Area. Other than improvements and landscaping constructed or installed by Developer, no improvements or landscaping shall be constructed or installed upon any portion of the Common Area nor shall any alterations or additions be made to said improvements or landscaping without the approval of the Board. The following shall apply to the Common Area:

10.29.1 No activities constituting a nuisance shall be conducted upon the Common Area.

10.29.2 No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon the Common Area.

10.29.3 The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.

10.29.4 Nothing shall be stored, constructed within or removed from the Common Area other than by Developer or the Association, except with the prior written approval of the Board.

10.30 Other Restrictions Established by the Board. The Board shall have the authority from time to time to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board.

10.31 No Implied Waiver. The failure of the Association or Developer to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Developer or the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

10.32 Suspensions and Fines.

10.32.1 In the event an Owner is more than ninety (90) days delinquent in the payment of a monetary obligation due to the Association, the Association shall have the power, but not the duty, to suspend (i) the right of an Owner, such Owner's tenant, guest, or invitee, and a Resident to use the Common Area or facilities, and (ii) the voting rights pertaining to a Lot (the vote pertaining to such suspended Lot shall not be counted towards the total number of voting interests, as defined in the Act). The notice and hearing requirements applicable to suspension of rights in Section 10.32.2 hereof are not applicable to this Section 10.32.1. Any imposed suspension pursuant to this Section 10.32.1 will end upon full payment of all obligations currently due or overdue to the Association.

10.32.2 Separate and apart from, but not in a manner inconsistent with, Section 10.32.1 hereof, the Association shall have the power to suspend, for a reasonable period of time, the rights of an Owner and/or such Owner's tenants, guests or invitees to use the Common Area, and to levy reasonable fines against same not to exceed the greater of \$100.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Governing Documents. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 10.32.1 hereof) may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3

Owners ("Violations Committee"). A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and fines of a continuing nature may be charged up to a maximum of \$10,000. A fine of more than \$1,000 may become a lien against the Lot. The Violations Committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 10.32.1 hereof) may be imposed except upon majority approval of the Violations Committee. Suspension of rights to use the Common Area shall not include any right to restrict vehicles and pedestrians ingress and egress to and from such offending person's Lot. The voting rights of an Owner may not be suspended by the Association (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 10.32.1 hereof).

10.33 Compliance with Documents. Each Owner and their family members, guests, invitees, lessees and their family members, guests, and invitees; and their or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by their act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

10.34 Property Maintenance. Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

10.35 Sales Marketing and Promotional Activities. Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Declaration, Developer and its affiliate(s) may use any portion of the Property, including Lots (other than Lots owned by others), for sales,

marketing and promotional activities and related or supportive administrative activities pertaining to and/or in connection with the sale and/or resale of Lots or houses constructed by Developer and its affiliate(s) in their sole and absolute discretion, including without limitation, the construction, maintenance and operation of a sales and administrative center and one (1) or more model homes on Lots. The location of such sales and administrative center within the Property may be changed from time to time by Developer and its affiliate(s) in their sole and absolute discretion. It is expressly provided, however, that the location and operation of such sales and administrative center on Lots shall be subject to such approvals of the City and/or County as may be required for the same.

10.36 Flag Display. In accordance with the Act, an Owner may (i) erect a freestanding flagpole no more than 20 feet high as long as such flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement, and (ii) may display one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag (such additional flag must be equal in size to or smaller than the United States flag). The flagpole and flag display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the Governmental Entities (to the extent applicable) and all setback and locational criteria contained in the Declaration.

10.37 Security Sign Display. Any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the Residence. 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.

10.38 Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation.

ARTICLE 11 INSURANCE

11.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain blanket all-risk casualty homeowner's insurance on that Owner's Lot and Residence and other improvements contained thereon. All Residences shall be insured in an amount equal to the maximum insurable replacement value and shall be in an amount sufficient to cover 100% of the replacement cost of any repair and/or reconstruction in the event of damage or destruction from any insured hazard. Such coverage shall afford protection against:

11.1.1 Loss or damage to the Lot and Residence by fire and other hazards covered by a standard extended coverage endorsement;

11.1.2 Any and all risks of loss to the Lot and Residence, the contents thereof, or the personal liability related thereto; and

11.1.3 Such other risks as from time to time shall be customarily covered with respect to personal residences similar in construction, location and use as the Residences, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm.

Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on that Owner's Residence which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with their obligations hereunder.

11.2 Requirement to Reconstruct. In the event of a partial loss or damage resulting in less than total destruction of the Residence and other improvements on such Owner's Lot, the Owner of such Residence shall commence reconstruction and/or repair of the Residence (the "Required Repair") in conformance with the original plans and specifications of the Residence or such other plans and specifications as are or may be approved in accordance with this Declaration. Such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Residence, or within one hundred twenty (120) days of the loss, whichever is earlier. Such repair and/or reconstruction must be completed in a continuous, diligent and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have the right to bring an action against Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit in no way shall be deemed to satisfy the requirements set forth in this Section, which are independent of and in addition to any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

If the Residence is totally destroyed, the Owner may decide not to rebuild and/or reconstruct, in which case the Owner shall clear the Lot of all debris and return that Lot to substantially the natural state in which it existed prior to the beginning of construction of the original Residence, and thereafter such Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the terms, conditions and provisions of this Declaration.

11.3 Additional Rights of the Association. If an Owner fails or refuses, for any reason, to perform the Required Repair as herein provided, then the Association, in its sole and absolute discretion, and through the Board, is hereby authorized by such Owner to perform the Required Repairs. All Required Repairs performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Residence. The Board may levy a Specific Assessment against the Owner in whatever amount sufficient to adequately pay for the Required Repairs performed by the Association.

11.4 Association Has No Liability. Notwithstanding anything herein to the contrary, the Association, its officers and Board, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage for that Owner's Residence. Further, the Association, its officers and Board, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

11.5 Insurance for Association. In the event the Association in the future acquires any Common Areas, the Association shall obtain, maintain and pay the premiums for the hazard insurance, flood insurance (if and to the extent required or otherwise determined to be applicable and necessary), liability insurance and fidelity bond coverage as set forth below and as consistent with state and local insurance laws, and such other types of insurance as the Board may deem advisable:

11.5.1 Hazard insurance covering all Common Areas, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of communities, including those covered by the standard "all risk" endorsement. The policy shall cover 100% of the current replacement cost of all covered facilities and shall include the following endorsements: agreed amount and inflation guard (if available); and construction code (if the local construction code requires changes to undamaged portions of buildings even when only part of the Property is destroyed by an insured hazard).

Flood insurance covering the Common Area buildings and any other common personal property if any part of the Community is in a special flood hazard area as defined by the Federal Emergency Management Agency. The amount of flood insurance shall be for not less than the lesser of (i) 100% of the current replacement cost of all buildings and insurable property within the flood hazard area, or (ii) the maximum coverage available for the Property under the National Flood Insurance Program.

11.5.2 Comprehensive general liability insurance covering all Common Areas and any other areas under the Association's supervision, including public ways and commercial spaces owned by the Association. The policy must provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The policy must cover bodily injury and property damage resulting from the operation, maintenance or use of the Common Areas and other areas under the Association's control and any legal liability resulting from law suits related to employment contracts to which the Association is a party. The policy must provide for at least 10 days' written notice by the insurer to the Association prior to cancellation or substantial modification.

11.5.3 Fidelity bond coverage for any person (including a management agent) who either handles or is responsible for funds held or administered by the Association, whether or not such persons are compensated for such services. The bond shall name the Association as an obligee and shall cover the greater of (i) the maximum funds that will be in the custody of the Association or its management agent while the bond is in force, and (ii) the sum of three (3) months' General Assessments on all Lots (including reserves, if any). The bond shall provide for ten (10) days' written notice to the Association and all servicers of FNMA-owned mortgages in the Property prior to cancellation of or substantial modification to the bond.

ARTICLE 12
SHORT TERM RENTALS

12.1 No Short Term Rentals. Owners shall be allowed to lease their Residences, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the Governing Documents, and provided that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the Board. No lease of a Residence shall be for a term of less than seven (7) months, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease their Residence more than twice during any calendar year. Upon execution of such a lease, the Owner shall provide the Association with an executed copy of such lease. The Association shall have the right to require upon notice to all Owners that a substantially uniform form of lease be used by all Owners (including Developer) intending to rent or lease after said notice and to provide such form as a Common Expense. There shall be no subleasing of any kind of any Lot. During the term of any lease, Owner shall not be relieved of any obligations under the terms of the Governing Documents, and Owner shall be liable for the actions of their tenants which may be in violation of the terms and conditions of the Governing Documents, any rules and regulations promulgated by the Board, and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the Governing Documents and regulations. In the event a tenant, occupant, or person living with the tenant violates the Governing Documents or the rules and regulations promulgated by the Board, the Association shall have the power to bring an action or suit against the tenant or occupant and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity. Developer, the Association, and the individual members, officers, directors, employees or agents of any of them, shall not, jointly or severally, be individually or personally liable or accountable in damages or otherwise to any Owner or other person or party affected by this Declaration, or to anyone submitting leases for any required consent or approval hereunder, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to this Declaration, or for any mistake in judgment, negligence or nonfeasance related to or in connection with any such decision, approval or disapproval.

12.2 Time-Share Prohibition. No time sharing plan, as such term is defined in Chapter 721, Florida Statutes, as amended, or any similar plan of fragmented or interval ownership of Residences, shall be permitted on the Property, and no attempt to create same by lease or otherwise shall be allowed.

12.3 Amendment. This Article shall not be amended without the written consent of Developer, unless Developer no longer owns any land which is subject to this Declaration or subject to annexation to the Declaration.

ARTICLE 13
ENFORCEMENT OF NON-MONETARY DEFAULTS

13.1 Non-Monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify

the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if such violation is not in a nature that can be cured within seven (7) days and if the Member or Owner fails to commence, within said seven (7) day period, and, using their best efforts, diligently proceed to completely cure the violation, the Association may, at its option:

13.1.1 Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

13.1.2 Damages. Commence an action to recover damages; and/or

13.1.3 Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

13.2 Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment levied against the applicable Owner, and shall be due upon written demand by the Association.

13.3 Late Fees. Any amount due to Developer or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot.

13.4 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant or condition in the future.

13.5 Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

13.6 Enforcement By or Against the Persons. In addition to the foregoing, this Declaration may be enforced by Developer, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this

Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

13.7 Certificate as to Default. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE 14 INDEMNIFICATION OF OFFICERS, DIRECTORS AND AGENTS

The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that they are or were a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which they reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that they had no reasonable cause to believe that their conduct was unlawful. To the extent that a director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this Article.

**ARTICLE 15
AMENDMENTS**

15.1 Amendment by the Developer and the Association.

15.1.1 Developer may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date on which Developer shall have conveyed 90% of the Lots on the Property to third party purchasers.

15.1.2 Except as may be otherwise provided herein, commencing on the date that Developer shall have conveyed 90% of the Lots on the Property to third party purchasers, this Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total eligible voting interests in the Association.

15.1.3 All amendments to this Declaration shall be recorded in the public records of the County.

15.2 Amendment to Comply with Governmental Authority. Developer specifically reserves the right to record a special amendment ("Special Amendment") to this Declaration, without the consent or joinder of any party, in order to (a) comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, the District, Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Consumer Finance Protection Bureau of the Department of the Treasury, the Federal Housing Administration, the City, the County, or any other governmental agency; (a) induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots; (c) to correct clerical or typographical errors in this Declaration; (d) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or (e) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to a Special Amendment on behalf of each Owner and the Association. The right and power of Developer to make Special Amendments hereunder shall terminate on December 31, 2026, or on the date of the conveyance of all Lots in the Community by Developer to third parties, whichever occurs last.

15.3 Amendment to Make Non-Material Changes Correct Scrivener's Errors and Clarify Ambiguities. Notwithstanding any provision herein to the contrary, Developer specifically reserves the right to amend this Declaration prior to Turnover, without the consent or joinder of any party, to correct scrivener's errors, to clarify ambiguities determined to exist herein, and to make other non-material amendments which Developer believes are in the best interest of the Owners. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

15.4 Limitation on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of Developer and the Association to change, amend or modify the

terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration shall at all times be subject to the following limitations and restrictions, to-wit:

15.4.1 To the extent that particular rights or interests are expressly conferred upon or granted to the City or County pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are conferred upon and granted to the City or County shall not be changed, amended or modified without the prior written consent and joinder of the City or County, as applicable.

15.4.2 This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to Developer, the Association, a Governmental Entity or utility company, respectively, without the prior written approval of Developer, the Association, such Governmental Entity or utility company, as the case may be, and any attempt to do so shall be void and of no force and effect.

15.4.3 No amendment to this Declaration shall be approved which conflicts with any land use approval or permits granted by the Governmental Entities or which conflicts with the code of ordinances or uniform land development regulations of the a Governmental Entities.

15.4.4 Notwithstanding the provisions of Section 15.1 to the contrary:

(a) no instrument of amendment or termination shall be effective while there are Class B memberships unless 100% of the Class B Members shall approve and join in such instrument; and

(b) no amendment which will affect any aspect of the Surface Water Management System, or amend or modify any provisions of this Declaration pertaining to the Surface Water Management System, shall be effective without the prior written approval of the District.

15.4.5 Notwithstanding the provisions of Section 15.1 to the contrary, for so long as Developer owns any portion of the Property, no amendment or modification to this Declaration will be effective without the prior written consent of Developer if that amendment or modification, in Developer's sole opinion, impairs, alters, or otherwise modifies, in whole or in part, the marketability, viability, usability, or salability of any portion of the Property owned by Developer (subject to any applicable limitations imposed by the Act).

ARTICLE 16 GENERAL PROVISIONS

16.1 Assignment of Rights and Duties to the Association. Developer may at any time assign and delegate to the Association all or any portion of Developer's rights, tide, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowners' association in order to effectuate the intent of Developer for the proper development, operation and management of the Property. Wherever herein Developer or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such

action may be taken by Developer or the Association until such time as Developer or any successor developer is divested of its interest in any portion of the Property or has terminated its interest in the Property, or Developer has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Developer shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

16.2 Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

16.3 Enforcement. Developer, the Association, the District or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association, the District or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.4 Enforcement by the District. The District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against any Owner or the Association to compel such Owner or the Association, as applicable, to correct any outstanding problems with the Surface Water Management System.

16.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

16.6 Duration; Covenant Running with the Property.

16.6.1 The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved as follows: At a meeting called for such purpose and attended by all Owners, the Owners, by affirmative vote of 90% of the total votes eligible to be cast in Association matters, may elect to terminate the legal status of the Community (via termination of this Declaration) and sell the Common Area as a whole. Within 10 days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to all first mortgagees, insurers and guarantors entitled to notice under this Declaration, and the termination shall only be effective upon the affirmative written approval by the first mortgagees of the individual Lots representing at least 67% of the total votes eligible to be cast in Association matters unless there is substantial destruction or condemnation of the Community. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination and sale. The Association shall represent the Owners in any negotiations, settlements and agreements in connection with termination of the Community and sale of the Common Area, and any proceeds obtained therefrom shall be first used to pay all expenses and outstanding

obligations of the Association and the remainder, if any, shall be divided among all Owners on the basis of an equal share for each Lot. Any termination of this Declaration shall be recorded in the public records of the County.

16.6.2 Each Owner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

16.7 Communication. All communication from Owners to Developer, its successors or assigns, the Board, or any officer of the Association shall be in writing.

16.8 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

16.9 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

16.10 Usage. Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

16.11 Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in the County.

16.12 Security. Developer and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither Developer nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall Developer or the Association be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken.

16.13 Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE COMMUNITY, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

16.14 Construction Activities. All Owners, occupants, and users of Lots are hereby placed on notice that Developer and/or its agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest in a Lot, and/or by using any portion of a Lot or the Property generally, Owners, Residents and Authorized Users of Lots acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night, a holiday or otherwise during non-working hours); (c) that Developer and all of its agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Developer to sell, convey, lease, and/or allow the use of Lots within the Property.

16.15 Natural Conditions. The Property may contain a number of manmade, natural, and/or environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes, alligators, other reptiles, raccoons, foxes, wild dogs, wild cats, and other animals, some of which may pose hazards to persons and/or pets coming in contact with them. Each Owner and occupant of any Lot, and every Person entering the Property: (a) acknowledges and agrees that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b) knowingly and voluntarily assumes all risk of property damage, personal injury and/or death arising from the presence of such plants and wildlife within the Property. Neither the Association, Developer, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury and/or death resulting from the presence, movement, and/or propagation of any plant or wildlife within or through the Property. The areas described in this Section may also contain ponds, lakes, retention ponds, detention ponds, dry detention areas, intermittent pools of water, muddy areas and/or buffer areas, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Lot shall enter upon, or permit their guests, family members, invitees, agents, tenants, employees, contractors, subcontractors, visitors or any other Person acting on that Owner's behalf to enter upon and/or disturb any such areas in any way without the prior written approval of the Association.

16.16 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of (a) 75% of the Class A Members eligible to vote, and (b) the Class B Member (if Class B membership has not been

terminated). The Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Owners whose interests are being sought to be protected through such litigation in accordance with the Assessment process provided herein; provided, however, that no funds from General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of legal proceedings, any Assessment levied in such regard must be more than 75% collected. This Section shall not apply, however, to (a) actions brought by the Association against parties other than Developer to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, or (e) any dispute in which the amount in question is \$10,000 or less, as adjusted for inflation from year to year. This Section shall not be amended unless such amendment is made by Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

16.17 Disclaimer of Association Liability. As used in this Section, "Association" shall mean the Association and all committee and Board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of any of the foregoing. Notwithstanding anything contained herein or in the Articles, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Member, occupant or user of any portion of the Community, other tenants, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing: (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Community and the value thereof; and (b) the Association is not empowered, and has not been created, to act as an agency which enforces or insures compliance with the laws of the State of Florida or the Governmental Entities or the prevention of tortious activities. Each Member (by virtue of his or her acquisition of a Lot and each other Person having an interest in or lien upon, or making any use of, any portion of the Community (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against which the liability of the Associations has been disclaimed in this Article. Each Member does hereby release Developer and the Associations from all liability from injury and/or accidental death due to adverse weather and all effects and results thereof.

16.18 Resolution of Disputes. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

16.19 Logos and Trademarks. All logos, trademarks, and designs used in connection with the Community are the property of Developer, and the Association shall have no right to use the same after Turnover except with the express written consent of Developer.

16.20 Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Community.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Beazer Homes, LLC, a Delaware limited liability company, as successor by conversion to Beazer Homes Corp., a Tennessee corporation

[Signature]

Print: Jin Liu

[Signature]

Print: Robert S. Freedman

By: [Signature]

Name: Keith A. Malcuit

Title: Authorized Signatory - Southeast Region

9422 Camden Field Parkway

Riverview, FL 33578

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 16th day of August 2017, by Keith A. Malcuit as the Authorized Signatory - Southeast Region of **Beazer Homes, LLC**, a Delaware limited liability company, as successor by conversion to Beazer Homes Corp., a Tennessee corporation, on behalf of the corporation. He is personally known to me or has provided FL Driver's License as identification.

(seal)



[Signature]
NOTARY PUBLIC
My Commission Expires:

**EXHIBIT A
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
AQUA SOLIS**

Legal Description of the Property

Aqua Solis, according to the map or plat thereof recorded in Plat Book 141, Page 107, of the public records of Pinellas County, Florida, LESS AND EXCEPT Tract E of Aqua Solis, according to the map or plat thereof recorded in Plat Book 141, Page 107, of the public records of Pinellas County, Florida.