DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

GORDY CREEK

TABLE OF CONTENTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GORDY CREEK

THIS DECLARATION is made on the date hereinafter set forth by **GORDY CREEK, LLC**, a Florida corporation, whose address is 201 SE 15th Terr, Suite 201, Deerfield Beach, FL 33441 ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property ("**Property**") located in the County of St. Lucie, State of Florida, described on **Exhibit "A"** attached hereto; and

WHEREAS, Declarant desires to preserve and enhance the quality of life in the community being developed on the Property, provide for the maintenance of certain common areas and Improvements within the Property, and provide for the development on the Property of single family residences; and

WHEREAS, Declarant has formed a not-for-profit corporation pursuant to Chapters 617 and 720, Florida Statutes, to own, maintain, operate and/or administer the common areas and improvements within the Property, to administer and enforce this Declaration, and to collect and disburse the assessments and charges hereinafter created, all as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges, and liens (hereinafter sometimes collectively termed "**Covenants and Restrictions**") which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land, 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 of any portion of the Property.

ARTICLE I
DEFINITIONS

Section 1.1 "**Additional Property**" means any real property, other than the real property described on **Exhibit "A"** attached hereto, which is made subject to the provisions of this Declaration when added to the Property as provided by Article II, Section 2.2 herein below.

Section 1.2 "**Architectural Committee**" or "**Architectural Review Committee**" means the committee established pursuant to Section 3.7 of this Declaration.

Section 1.3 "**Architectural Committee Rules**" means the rules adopted by the Architectural Committee, as such rules may be amended from time to time.

Section 1.4 "**Articles**" means the Articles of Incorporation of the Association, which have been filed with the Office of the Secretary of State of the State of Florida, a current copy of which is attached hereto as **Exhibit "B,"** as may be amended from time to time.

Section 1.5 "**Assessment Lien**" means the lien granted to the Association by this Declaration to secure the payment of Assessments and all other amounts payable to the Association under the Project Documents.

Section 1.6 "**Assessments**" means the annual, special, neighborhood, and individual lot assessments levied and assessed against each Lot pursuant to Article IV of this Declaration.

Section 1.7 "**Association**" means GORDY CREEK RESIDENTIAL COMMUNITY ASSOCIATION, INC., a Florida nonprofit corporation, organized by the Declarant to administer and enforce the Project Documents and to exercise the rights, powers, and duties set forth therein, and its successors and assigns.

Section 1.8 "**Association Rules**" means the rules and regulations adopted by the Association, as the same may be amended from time to time.

Section 1.9 "**Board**" or "**Board of Directors**" means the board of directors of the Association.

Section 1.10 "**Builder**" means a person or entity in the business of, or a person or entity which has an affiliate in the business of, constructing and selling homes or in the business of acting as a land banker that sells lots to persons or entities who construct and sell homes, which purchases a Lot or Lots without Residential Units constructed thereon for the purpose of constructing Residential Units thereon and selling such Lots and Residential Units.

Section 1.11 "**Bylaws**" means the bylaws of the Association, a current copy of which is attached hereto as **Exhibit "C,"** as may be amended from time to time.

Section 1.12 "**Common Area**" means all real property and real property interests (including, but not limited to, easement rights and interests of the Association and/or for the benefit of the Members) owned by the Association, including but not limited to Tracts 01 through 019, Tract R, Tract W, as shown on the Plat, but such definition shall not preclude the Association from operating, maintaining or repairing any other real property for the benefit of the members of the Association (such as, but not limited to, landscaping in public rights-of-way) or any other real property maintained by the Association pursuant to a written agreement entered into by the Association for the benefit of the members.

Section 1.13 "**Common Expenses**" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

Section 1.14 "**Community**" means the community being developed on the Property to be known as GORDY CREEK. Notwithstanding anything in this Declaration to the contrary, neither "Tract Commercial" nor "Tract RW," as shown on the Plat, are included in the Property, the Project, or the Community, and such Tracts are not subject to the terms of this Declaration;

provided, however, any easements granted over such Tracts to the Association shall constitute Common Areas of the Community and are subject to the terms of this Declaration.

Section 1.15 "**County**" means St. Lucie County, Florida.

Section 1.16 "**Declarant**" means GORDY CREEK, LLC, a Florida Corporation, and its successors and assigns, and any assignee of Declarant's rights. Declarant may assign any of its rights by express recorded instrument to a subsequent Owner of all or part of the Property. At any time when there is more than one Declarant, except as otherwise expressly provided in this Declaration, any approval or other action required or permitted by the "Declarant" under this Declaration shall require the written consent of the Declarants owning a majority of all Lots then owned by all Declarants. No successor Declarant shall have any liability resulting from any actions or inactions of any preceding Declarant unless expressly assumed by the successive Declarant, in which event the preceding Declarant shall be released from liability. If there is more than one Declarant, the obligations and liabilities of the Declarant under this Declaration shall be limited to the obligations that relate to the Lots within the Project then owned by such Declarant at the time liabilities or obligations arose, such liability shall not be joint or joint and several, and a Declarant shall not be liable for the actions or inactions of another Declarant.

Section 1.17 "**Declaration**" means the provisions of this document and any amendment hereto.

Section 1.18 "**Designated Builder**" means any Builder that is designated by Declarant as a "Designated Builder" in a supplemental declaration, an amendment to this Declaration, or in a written notice given by Declarant to the Association and by such designation receives certain rights as expressly provided in this Declaration.

Section 1.19 "**District Permit**" means the permit and/or approval issued by the Water Management District, as modified from time to time with the approval of the Water Management District, which governs the construction, use, operation and/or maintenance of the Surface Water Management System for the Project. The Association is obligated to accept assignment of, and to assume in writing, all of Declarant's rights and obligations under the District Permit.

Section 1.20 "**First Mortgage**" means any mortgage (including, but not limited to, any deed of trust or contract for deed, which applicable law would characterize as a mortgage) on a Lot which has priority over all other mortgages on the same Lot.

Section 1.21 "**First Mortgagee**" means the holder of any First Mortgage.

Section 1.22 "**Improvement**" or "**Improvements**" means buildings, roads, driveways, site or subdivision improvements, recreation facilities, pools, parks, amenity centers, parking areas, fences, walls, rocks, hedges, trees, shrubs, other plantings, and all other structures or landscaping improvements of every type and kind.

Section 1.23 "**Lot**" or "**lot**" means any Lot shown on a Plat. For purposes of voting on any issue required to receive the approval of Lot Owners, if a parcel is (i) designated on a Plat as

a tract or parcel other than a Lot or Common Area (such as, but not limited to, a future development tract), (ii) is zoned for residential use, and (iii) is encumbered by this Declaration, then the Owner of such parcel shall be deemed to be the Owner of the maximum number of Lots into which such parcel may be subdivided under then applicable zoning and other legal requirements.

Section 1.24 "**Member**" means any person, corporation, partnership, joint venture or other legal entity who/that is a member of the Association as provided in Article III, Section 3.9 hereof.

Section 1.25 "**New Construction**" means the initial construction of a Residential Unit and related Improvements on a Lot.

Section 1.26 "**Owner**" or "**owner**" shall mean the record owner, except as provided below, whether one or more persons or entities, of fee simple title to any Lot, excluding one who is buying a Lot under a contract (whether or not notice thereof is recorded) but has not yet acquired title to the Lot, and also excluding others having an interest merely as security for the performance of an obligation.

Section 1.27 "**Plat**" means the Plat of GORDY CREEK, as recorded in Plat Book _____, Page ___, of the Public Records of the County, and/or any other any recorded subdivision plat of any portion of the Property and all amendments thereto.

Section 1.28 "**Project**" means the Property together with all Improvements located thereon and all easements, rights and privileges appurtenant thereto.

Section 1.29 "**Project Documents**" means this Declaration and the Articles, Bylaws, Association Rules and Architectural Committee Rules.

Section 1.30 "**Purchaser**" means any person other than a Declarant or a Designated Builder, who by means of a voluntary transfer becomes the Owner of a Lot except for an Owner who purchases a Lot and then leases it to a Declarant for use as a model in connection with the sale of other Lots.

Section 1.31 "**Residential Unit**" means any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

Section 1.32 "**Single Family**" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 1.33 "**Single Family Residence**" shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage and/or storage area.

Section 1.34 "**Single Family Residential Use**" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

Section 1.35 "**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 as 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.

Section 1.36 "**Surface Water Management System**" or "**Stormwater Management System**" shall mean the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted by Chapters 40A through 40E and 62, Florida Administrative Code, as applicable, and any successor thereto, specifically including, but not limited to, Tract W and all drainage easements as shown on the Plat.

Section 1.37 "**Tract**" means any portion of the Property established as a Tract in any Plat. Notwithstanding anything in this Declaration to the contrary, neither "Tract Commercial" nor "Tract RW," as shown on the Plat, are included in the Property, the Project, or the Community, and such Tracts are not subject to the terms of this Declaration; provided, however, any easements granted over such Tracts to the Association shall constitute Common Areas of the Community and are subject to the terms of this Declaration.

Section 1.38 "**Turnover**" means that point in time at which the Declarant is incapable of electing a majority of the Board of Directors of the Association. For the purposes of this Declaration, Turnover shall occur upon the termination of the Class B membership pursuant to Article III, Section 3.11 herein below.

Section 1.39 "**Visible from Neighboring Property**" or "**visible from neighboring property**" shall mean that an object is or would be visible to a person six feet (6') tall standing on a neighboring Lot, Tract, Common Area, or street at an elevation not greater than the elevation at the base of the object being viewed.

Section 1.40 "**Water Management District**" shall mean the South Florida Water Management District.

ARTICLE II
PLAN OF DEVELOPMENT

Section 2.1 Property Initially Subject to the Declaration. This Declaration is being recorded to establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall

be held, sold, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general plan for the development and use of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, easements, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and such shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot. Notwithstanding anything in this Declaration to the contrary, neither "Tract Commercial" nor "Tract RW," as shown on the Plat, are included in the Property, the Project, or the Community, and such Tracts are not subject to the terms of this Declaration; provided, however, any easements granted over such Tracts to the Association shall constitute Common Areas of the Community and are subject to the terms of this Declaration.

Section 2.2 Additional Property. So long as the Class B membership (as hereinafter defined) shall exist, the Declarant may, from time to time, bring Additional Property under the provisions hereof by recorded supplemental declarations or an amendment to this Declaration, which amendment shall be executed by Declarant and the owner of the Additional Property that is added and recorded in the Public Records of the County (which shall not require the consent of any then existing Owners, the Association, or any mortgagee) and thereby add to and include all or such portions of the Additional Property as part of the Property subject to this Declaration, in which event the same shall be entitled to utilize the same Surface Water Management System as the Property. To the extent that Additional Property shall be made a part of the Property as a common scheme, reference herein to the Property should be deemed to be a reference to all of such Additional Property where such reference is intended to include property other than that legally described on **Exhibit "A"** attached hereto. Nothing herein, however, shall obligate the Declarant to add to the initial portion of the Property, to develop any such future portions under such common scheme, nor to prohibit the Declarant from rezoning and/or changing the development plans with respect to such future portions, nor to prohibit the Declarant from adding additional or other property to the Property under such common scheme. Expansion of the Property may include the designation of additional lands as Common Areas.

Section 2.3 Supplemental Declarations. Supplemental declaration(s) may, but need not necessarily, be recorded from time to time by Declarant (or with the express prior written consent of Declarant, in its sole discretion). A supplemental declaration shall be supplemental to this Declaration, and may create a sub-association and/or impose supplemental obligations, covenants, conditions, or restrictions, or reservations of easements, with respect to a particular portion of the Property or other land described in such instrument. This Declaration and any

supplemental declaration shall be construed to be consistent with each other to the greatest extent reasonably possible; however, in the event of any irreconcilable conflict, the provisions of this Declaration shall prevail. Any purported supplemental declaration recorded by a person other than Declarant, without the express prior written consent of Declarant, shall be null and void.

Section 2.4 Sub-Associations. Sub-associations may be created from time to time, to administer to particular portions of the Property; provided that no sub-association may be validly organized except pursuant to the authority and jurisdiction of a supplemental declaration as set forth in Section 2.3 above. A duly created sub-association shall be a supplemental homeowners association, organized pursuant to the authority and jurisdiction of a supplemental declaration, with concurrent and supplemental jurisdiction (subject to this Declaration and the other Project Documents) with the Association with respect to a particular portion of the Property.

A sub-association shall have the power to establish standards and conduct activities for the property under its responsibility, subject to the Property Documents and any documents created in connection with the creation and ongoing operations of the sub-association. Notwithstanding the foregoing, the Association shall have the power and authority to veto any action taken or contemplated to be taken by any sub-association which the Board reasonably determines to be in violation of the Project Documents, or adverse or detrimental to the best interests of the Association, or its Members. The Association also shall have the power to reasonably require specific action to be taken by any sub-association in connection with the sub-association's obligations and responsibilities (for example, without limitation, requiring specific maintenance or repairs, or requiring that a proposed sub-association budget include certain items and that expenditures be made therefor). A sub-association shall take appropriate action required by the Association by written notice, within the reasonable time frame set forth in such notice. If the sub-association fails to so comply, the Association shall have the power and authority to effectuate such action on behalf of the sub-association and to levy special assessments, pursuant to Article IV of this Declaration, to cover the reasonable costs thereof.

Section 2.5 Removal of Property. So long as the Class B membership shall exist, the Declarant shall have the right from time to time, in its sole discretion and without the consent of any person (other than consent of the owner of the property being removed), to delete from the Property and remove from the effect of this Declaration one or more portions of the Property, provided, however, that a portion of the Property may not be deleted from this Declaration unless at the time of such deletion and removal no Residential Units or material Common Area Improvements have been constructed thereon (unless the removal is for the purpose of accomplishing minor adjustments to the boundaries of Lots or the Property). No deletion of Property shall occur if such deletion would act to terminate access to any right-of-way or utility line unless reasonable alternative provisions are made for such access. No deletion of Property shall affect the Assessment Lien on the deleted Property for Assessments accruing prior to deletion. Any deletion of Property hereunder shall be made by an amendment to this Declaration signed by Declarant and the owner of the property being removed and recorded in the Public Records of the County.

Section 2.6 Timing of Development. Notwithstanding anything shown on the Plat, the Community may be developed by Declarant in phases, and Declarant may construct the Improvements on, in, and under the Lots and Tracts shown on the Plat at such times as Declarant

deems acceptable, in Declarant's sole discretion. For the avoidance of any doubt, Declarant shall not be required to construct any buildings, roads, driveways, site or subdivision improvements, recreation facilities, parking areas, fences, walls, rocks, hedges, trees, shrubs or other plantings, or other Improvements depicted on the Plat until such time as Declarant has elected to develop such portion of the Community, except as necessary to provide access to a public right-of-way or utility line for a Lot owned by a Purchaser.

ARTICLE III
THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Rights, Powers, and Duties. The Association is a Florida non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents, specifically including all those powers prescribed by Chapters 617 and 720, Florida Statutes, as amended from time to time, together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in the Project Documents, and shall provide (or cause to be provided) the following services:

Section 3.1.1 Maintenance of all Common Areas and/or any Improvements from time to time located thereon, including, without limitation, recreation areas, amenities, grass, landscaping and irrigation systems, screen walls and entry features, all private roads (if applicable), driveways, alleys and parking areas and all lights and landscaping on and around such private roads, driveways, alleys and parking areas within the Property which are not maintained by governmental authorities or located within any Lot. Neither Declarant nor the Association guarantees or represents that any view over and across any lake, pond, stream, river or retention pond (a "**Water Feature**") or an open space or conservation area from adjacent Residential Units or other property will be preserved without impairment. Without limiting the foregoing, neither Declarant nor the Association shall have the obligation to relocate, prune, or thin trees or other landscaping except as set forth in this Article III. Any express or implied easements for view purposes and/or for the passage of light and air are hereby expressly disclaimed. Notwithstanding anything to the contrary herein contained, the Association shall maintain all Common Area landscaping in accordance with the landscape plan (if applicable) submitted to and approved by applicable governmental authorities in connection with the approval of the Project, which requirement may not be amended or deleted without the prior approval of the applicable governmental authorities which approved such landscape plan.

Section 3.1.2 Subject to Article XIV below, maintenance, operation and repair of the Surface Water Management System, which shall include the exercise of practices that allow the Surface Water Management System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified as approved, by the Water Management District.

Section 3.1.3 Providing other maintenance upon any portion of the Property (including all Residential Units) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because (i) said property is being

maintained in a sub-standard manner or (ii) otherwise violates any of the covenants and restrictions contained herein. The Association shall notify the Owner responsible for the Lot in writing, specifying the nature of the condition to be corrected, and if the Owner has not caused the same to be corrected within fifteen (15) days after the date of said notice, the Association may correct such condition at the Owner's sole cost and expense as provided below.

The cost of such maintenance or corrective actions shall be assessed by the Association against the Owner on whose behalf such maintenance or corrective actions are performed, but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien upon the subject Lot (including a Residential Unit), and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest and other fees or costs of collection as required by the Association.

Section 3.1.4 Constructing Improvements on the Common Area and granting easements and licenses over and upon lands owned by the Association as may be required, permitted, recommended, or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Article).

Section 3.1.5 The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general, subject to the requirements of Sections 720.3055 and 720.309, Florida Statutes, as amended. The terms of any such contracts shall be negotiated by the Board in its discretion, which may designate an officer of the Association to act on its behalf. It is specifically contemplated that the Board may (but shall not be required to) cause the Association to enter into a contract with a licensed community association management company for the purpose of carrying out the Association's obligations under the Project Documents. It is also contemplated that the Board may (but shall not be required to) enter into one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses.

Section 3.1.6 The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. No representation or warranty is made that any fire protection system, burglar alarm system, gate system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended. Each Owner acknowledges, understands, and covenants to inform all occupants of its Residential Unit, and their respective families and invitees, that neither the Association, the Board, the Declarant, committees, neighborhood associations, nor any other persons involved with the governance, maintenance, and management of the Property are insurers of safety or security within the Property. All Owners and occupants, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, units, and the contents of units, and further acknowledge that neither the Association, its Board and

committees, the management company of the Association, any neighborhood association nor the Declarant have made representations or warranties regarding any attended or unattended entry gate, patrolling of the property, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the property. All Owners and occupants, and their respective families and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

Any gate house or gate attendant service which may exist for the Community is intended to limit access to the Property but is not intended to constitute any assurance that the Property is secure from entry or intrusion by non-owners and non-occupants. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. However, neither the Association, the Board, the management agent of the Association, any neighborhood association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of the above-mentioned parties be held liable for any loss or damage by reason of failure to provide adequate security or for the ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the property (or onsite roving patrol or resources, if applicable) cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases present loss or provide the detection or protection for which the system is designed or intended.

Section 3.1.7 Other provisions of this Declaration grant and give the Association, and/or the Declarant the right to grant certain permits, licenses, approvals, and easements over the Property and Common Area for utilities, access, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property under the circumstances specified therein.

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

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

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

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

(C) Require that Improvements be installed below ground to the maximum extent practicable;

(D) Approve the location of any Improvements;

(E) Approve the size and composition of any above-ground Improvements;

(F) Approve the plans and specifications for all Improvements;

(G) Supervise construction, installation, repair and other activities;

(H) Establish appropriate times for such activities to be conducted;

(I) Require screening or landscaping around above-ground Improvements;

(J) Minimize interference with other uses of the Common Area and Property;

(K) Impose safety, security and traffic control requirements;

(L) Establish and enforce reasonable rules and regulations;

(M) Require the Service Provider to reimburse the Association or the Declarant for any actual, out-of-pocket expenses incurred or payable by the Association or the Declarant to others in order to perform any activities contemplated in this Section 3.1.7, including, without limitation, costs or fees of consultants, contractors and others who may be engaged to perform such activities or to monitor or enforce the provisions of this Section with respect to such Service Provider; and

(N) Take such other actions as are reasonable or appropriate in furtherance of the foregoing.

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

Section 3.2 Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board and the consent of the Class B Members (if any), the Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 3.3 Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and by the Class B Members (if any), which approval may be withheld by the Class B Members in their sole discretion. Notwithstanding the foregoing, the Association may delegate ministerial functions to any governmental unit, public utility, or private party as the Board deems to be in the Association's best interest .

Section 3.4 Action by Association. Unless the Project Documents specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board, acting by majority vote unless a different standard is specified in the Project Documents. Copies of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association or its contract manager during reasonable business hours.

Section 3.5 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Articles and the Bylaws. Subject to Section 720.307, Florida Statutes, as amended, until termination of the Class B membership Declarant shall have the right to appoint and remove members of the Board. After termination of the Class B membership, the Members shall elect the Board as provided in the Bylaws.

Section 3.6 Association Rules. The Board may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal Association Rules, provided, however, that such Association Rules (or any amendments thereto) shall not be effective as to any Lot or Tract owned by Declarant unless either (i) such Association Rules have been approved by Declarant in writing, or (ii) such Association Rules were adopted (or amended) by a Board having a majority of its members appointed by the Declarant. The Association Rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner except that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, the Bylaws or applicable law. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 3.7 New Construction. So long as Declarant owns at least one (1) Lot or Tract in the Community, Declarant shall be responsible for initial approval of all New Construction on a Lot through and including the issuance of a Certificate of Occupancy for the Residential Unit thereon. Upon the sale of the last Lot or Tract owned by Declarant, if Declarant has not previously assigned such rights and obligations to the Association, Declarant shall assign such approval rights to a committee of the Association whose members shall be appointed by the Board, and all rights and obligations of Declarant with respect to New Construction approvals

shall automatically pass to the Association. At such time as the Association acquires the rights and obligations of approval of New Construction, the Association may, in its discretion, elect to merge such committee into the Architectural Committee, in which event the Architectural Committee shall thereafter perform such functions. Notwithstanding the foregoing, all construction on Lots owned by the Declarant shall be exempt from such review and approval.

Section 3.8 Architectural Committee. The Board shall establish an Architectural Committee consisting of not less than three (3) members to regulate the external design, appearance and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration or the Board (excluding approval of New Construction unless otherwise expressly provided in Section 3.7 above). So long as the Class B membership exists, the Declarant shall have the right to appoint and remove all members of the Architectural Committee. Notwithstanding the foregoing, all construction on Lots owned by the Declarant shall be exempt from review and approval by the Architectural Committee.

Section 3.9 Identity of Members. Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residential Unit constructed thereon be a Member of the Association, unless and until any of said parties obtains or receives fee simple title to such Lot.

Section 3.10 Transfer of Membership. Membership in the Association shall be appurtenant to each Lot and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association. The Association shall have the right to charge a reasonable transfer fee to the Purchaser in connection with any transfer of a Lot.

Section 3.11 Classes of Members. The Association shall have two (2) classes of voting membership:

Class A. The Class A Members shall be all Owners, with the exception of the Declarant and each Designated Builder until the termination of the Class B membership. Each Class A member shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Members shall be the Declarant and each Designated Builder. Each Class B Member shall be entitled to nine (9) votes for each Lot owned by such Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) three (3) months after ninety percent (90%) of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Purchasers; or

(ii) when the Declarant and each Designated Builder notifies the Association in writing that it relinquishes its Class B membership; or

(iii) such earlier date as is required by law or as the Declarant may otherwise determine, in its sole and absolute discretion.

Upon the occurrence of the earlier of the foregoing events, the Class A Members shall be obligated to elect the Board and assume control of the Association ("**Turnover**"). Notwithstanding Turnover, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors of the Association as long as (i) the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Community that will ultimately be operated by the Association, or (ii) the Declarant is otherwise permitted by law to do so.

Section 3.12 Joint Ownership; Ownership by Trustee. When more than one person is the Owner of any Lot, all such persons shall be Members. In the case of a Lot where fee simple title is vested in a trustee pursuant to a written trust agreement, the beneficiary or beneficiaries entitled to possession shall be deemed to be the Owner, and all such persons shall be Members. The vote for any Lot described in this Section shall be exercised as the aforesaid Members who own such Lot determine amongst themselves, but in no event shall more than one ballot be cast with respect to any such Lot. The vote or votes for each such Lot must be cast as a unit, and fractional votes shall not be allowed. If joint or beneficial Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. In the event more than one ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 3.13 Corporate Ownership. In the event any Lot is owned by a corporation, partnership, limited liability company, or other association, the corporation, partnership, limited liability company or association shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said membership, and in the absence of such designation and until such designation is made, the president, general partner, manager, managing member, or chief executive officer of such corporation, partnership, limited liability company or association shall have the power to vote the membership.

Section 3.14 Suspension of Voting Rights. In the event any Owner is delinquent in the payment of any Assessments or other amounts due under any of the provisions of the Project Documents for a period of ninety (90) days, said Owner's right to vote as a Member of the Association shall automatically be suspended, and shall remain suspended until all payments, including accrued interest and attorneys' fees, are brought current.

Section 3.15 Fines. The Association, acting through its Board of Directors, shall have the right to adopt a schedule of fines for violation of any provision of the Project Documents by any Owner or such Owner's licensees and invitees. No fine shall be imposed without first providing a written warning to the Owner describing the violation and an opportunity to be heard. Only if and to the extent permitted by applicable law, fines shall constitute a lien on all Lots owned by the Owner and shall be paid within thirty (30) days following imposition. Except

as otherwise limited by applicable law, failure to pay any fine shall subject the Owner to the same potential penalties and enforcement as failure to pay any assessments under Article IV.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it, hereby covenants, and each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, individual lot assessments and any applicable neighborhood assessments. The annual, special, individual lot and neighborhood assessments, together, with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. Except as otherwise expressly provided herein or by applicable law, an Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding anything to the contrary contained in this Section, the liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be limited as and to the extent provided by Section 720.3085, Florida Statutes, as amended from time to time. In the case of co-ownership of a Residential Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessments. The Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. The Association may charge a reasonable fee for such certificate. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 4.2 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for (i) the upkeep, maintenance and improvement of the Common Area, (ii) maintenance, repair, replacement, and operation of rights-of-way and easements within or immediately adjacent to the Property (such as, but not limited to, landscaping and sidewalks within the right-of-way of adjoining streets) to the extent that such actions are required by government entities or deemed appropriate by the Board, (iii) promoting the recreation, health, safety and welfare of the Owners and other lawful occupants of Lots within the Property, and (iv) the performance and exercise by the Association of its rights, duties and obligations under the Project Documents. Notwithstanding the foregoing, neighborhood assessments, if applicable, shall be used only for the benefit of the neighborhood paying such assessments, shall not be used for any purpose that is covered by annual assessments or special assessments in other areas of the Property, and shall be accounted for separately from annual and special assessments.

Section 4.3 Annual Assessment.

(A) For each fiscal year of the Association commencing upon the first to occur of (i) transfer to and acceptance for maintenance by the Association of any Common Area or (ii) conveyance of a Lot to a Purchaser, the Board shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board believes to be required during the ensuing fiscal year to pay all Common Expenses, including, but not limited to, (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Area, the Surface Water Management System (unless and until an MSBU (defined below) is formed for the maintenance of the Surface Water Management System) and those parts of the Lots, if any, which the Association has the responsibility of maintaining, repairing or replacing under the Project Documents, (ii) the cost of wages, materials, insurance premiums, services, supplies and maintenance or repair of the Common Area, the Surface Water Management System (unless and until an MSBU is formed for the maintenance of the Surface Water Management System) and for the general operation and administration of the Association, (iii) the amount required to render to Owners all services required to be rendered by the Association under the Project Documents, and (iv) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacement.

(B) For each fiscal year of the Association commencing upon the first to occur of (i) transfer to and acceptance for maintenance by the Association of any Common Area or (ii) conveyance of a Lot to a Purchaser, the total amount of the estimated Common Expenses shall be assessed by the Board. Except to the extent that this Declaration expressly provides for (a) neighborhood Assessments only on Lots benefiting from such neighborhood Assessments, (b) reduced Assessments, or (c) exemptions from Assessments, all Assessments shall be equal on all Lots.

(C) A Designated Builder shall be obligated to pay only twenty-five percent (25%) of the annual Assessment attributable to a Lot for each fiscal year of the Association commencing upon the conveyance of the first Lot to a Purchaser, and continuing until the earliest of (i) the date on which a certificate of occupancy or similar permit is issued by the appropriate governmental authority for the Residential Unit on the Lot, (ii) six (6) months from the date on which a building permit is issued by the appropriate governmental authority for construction of a Residential Unit on the Lot, or (iii) two (2) years after the Lot was conveyed to the Designated Builder by the Declarant. If a Lot ceases to qualify for the reduced twenty-five percent (25%) rate of assessment during the period to which an annual Assessment is attributable, the annual Assessment shall be prorated between the applicable rates based on the number of days in the assessment period that the Lot qualified for each rate.

(D) The Declarant shall be exempt from payment of annual Assessments on Lots owned by the Declarant, subject to the provisions of Section 4.3(D) below. If a Lot ceases to be owned by Declarant and therefore becomes subject to assessment during the period to which an annual Assessment is attributable, the Assessment shall be prorated based on the number of days in the assessment period that the Lot is not owned by Declarant.

(E) Subsidy Amounts. Pursuant to Section 720.308, Florida Statutes, commencing on the date the Declaration is recorded in the Public Records of the County, and until Turnover occurs, the Declarant shall pay to the Association any amounts (hereinafter "**Subsidy Amounts**") which may be required by the Association to pay any Common Expenses

incurred that exceed the Assessments receivable from other Members and other income of the Association, such that the Association may be able to fully perform its duties and obligations under the Project Documents, including the obligation to maintain adequate reserve accounts (if any) established by the Board. Any estimated payment by the Declarant to fund Subsidy Amounts under this Section in excess of the actual obligation for Subsidy Amounts under this Section shall, at Declarant's option, be credited toward payment of Declarant's next due Subsidy Amount payment(s) or refunded to Declarant; for example, if Declarant pays $25,000 to the Association in the middle of a calendar year to fund estimated Subsidy Amounts and the actual Subsidy Amounts required as of the end of the year would have been only $20,000 in the absence of such payment, Declarant shall be entitled to a $5,000 credit toward its next due Subsidy Amount payment or a refund of $5,000. Payments under this Section shall be made by Declarant on such basis as the Board may determine from time to time, but in no event more often than monthly or less often than annually.

(F) The Board shall give notice of the annual Assessment to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Association, but the failure to give such notice shall not affect the validity of the annual Assessment established by the Board nor relieve any Owner from its obligation to pay the annual Assessment.

(G) Until January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum annual Assessment for each Lot shall be ONE THOUSAND EIGHT HUNDRED AND SIXTY AND 00/100 DOLLARS ($1,860.00). The annual Assessments provided for herein shall be due and payable in advance in equal quarterly or monthly installments on the first day of such period, as may be determined by the Board. The foregoing annual Assessment is in addition to any and all other Assessments and other financial obligations which any Owner may have to the Association.

(H) From and after January 1 of the year immediately following the conveyance of the first Residential Unit to an Owner, the maximum annual Assessment may be increased each year: (a) upon approval by a majority of the Board without a vote of the Members, by an amount not greater than fifteen percent (15%) above the maximum annual Assessment for the previous year, or (b) upon approval of a majority of the total cumulative vote of the Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) above the maximum annual Assessment for the previous year. The Board may fix the annual Assessment at an amount not in excess of the maximum. If the Board determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the annual Assessment for that fiscal year and the revised annual Assessment shall commence on the date designated by the Board except that no increase in the annual Assessment for any fiscal year which would result in the annual Assessment exceeding the maximum annual Assessment for such fiscal year shall become effective until approved by Members casting a simple majority of the votes cast by Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present.

Section 4.4 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any fiscal year, a special Assessment applicable to that fiscal

year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal Property related thereto, or for any other lawful Association purpose, provided that any such special Assessment shall have the assent of the Members casting a simple majority of the votes cast by Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present. Special Assessments shall be levied at a uniform rate for all Lots.

Section 4.5 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a Purchaser. The first annual Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board may require that the annual Assessment be paid in installments as provided in Section 4.3(G) above, and in such event the Board shall establish the due dates for each installment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Association's designated agent setting forth whether the Assessments on a specified Lot have been paid.

Section 4.6 Transfer Fee. At each closing of the sale of a Residential Unit, the Purchaser thereof shall pay to the Association a Transfer Fee in the amount of ten percent (10%) of the then current annual Assessment amount, which shall be used by the Association to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association.

Section 4.7 Intentionally Omitted.

Section 4.8 Intentionally Omitted.

Section 4.9 Effect of Non-payment of Assessments; Remedies of the Association.

(A) Any Assessment, or any installment of an Assessment, not paid within thirty (30) days after the Assessment, or the installment of the Assessment, first became due shall bear interest at the rate of at the rate of eighteen percent (18%) per year and have added to such Assessment or installment, the greater of (i) five percent (5%) of the amount of the unpaid Assessment, or (ii) a late charge of twenty-five dollars ($25.00). Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. Any Assessment, or any installment of an Assessment, which is delinquent shall become a continuing lien on the Lot against which such Assessment was made. The Assessment Lien may be placed of record by the recordation of a Notice or Claim of Lien which shall set forth (i) the legal description of the Lot against which the claim of lien is made, (ii) the name of the record Owner, (iii) the name and address of the Association, (iv) the amount claimed as of the date of the recording of the notice including late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees, and (v) the due date of such delinquent Assessments. Any Claim of Lien so recorded shall secure all unpaid Assessments that are then due and that may accrue subsequent thereto and before the

entry of a certificate of title, as well as interest, late charges and reasonable costs and attorneys' fees incurred by the Association incident to the collection process.

(B) The Assessment Lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except for (i) liens for ad valorem real property taxes and assessments on the Lot, and (ii) the lien of any First Mortgage (provided, however, that only the Assessment Lien shall be extinguished upon the sale or transfer of a Lot pursuant to a mortgage foreclosure or deed in lieu thereof, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot, including any successor Owner, to the extent provided in Section 720.3085, Florida Statutes, or in such greater amount as is permitted by any successor statute thereto).

(C) Before recording a Notice or Claim of Lien against any Lot, the Association shall make a written demand to the defaulting Owner for payment of the delinquent Assessments together with late charges, interest, reasonable collection costs and reasonable attorneys' fees, if any, by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien but any number of defaults may be included within a single demand or claim of lien. If the delinquency is not paid within forty-five (45) days after delivery of the demand, the Association may proceed with recording a Notice or Claim of Lien against the Lot of the defaulting Owner. The Association shall not be obligated to release the Assessment Lien until all delinquent Assessments, late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees have been paid in full whether or not all of such amounts are set forth in the Notice or Claim of Lien.

(D) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with late charges, interest, lien recording fees, reasonable collection costs, reasonable attorneys' and paralegals' fees and any other sums due to the Association in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay the delinquent Assessment Assessments or (ii) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. Provided, however, that no action may be brought by the Association to foreclose an Assessment Lien until forty-five (45) days after the Owner has been provided notice of the Association's intent to foreclose the Assessment Lien and collect the delinquent Assessments by registered or certified mail, return receipt requested, and by first-class United States mail at the Owner's last address as reflected in the records of the Association. Such notice may not be provided until the passage of the forty-five (45) days required by Section 4.9(C) above. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

Section 4.10 Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage, except as otherwise provided in Section 4.1 and Section 4.9(B) above. The sale or transfer of any Lot shall not affect the Assessment Lien except that the sale or transfer of a Lot pursuant to judicial foreclosure of a First Mortgage or the transfer of the Lot to the holder of the First Mortgage by deed in lieu of foreclosure shall extinguish the Assessment Lien as to payments which became due prior to the sale or transfer

except to the extent provided in Section 4.1 and Section 4.9(B) above. However, in such event, only the Assessment Lien shall be extinguished upon the sale or transfer of the Lot pursuant to such a mortgage foreclosure or deed in lieu thereof, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot, including any successor Owner, to the extent provided in Section 720.3085, Florida Statutes, or in such greater amount as is permitted by any successor statute thereto. No sale or transfer shall relieve the Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 4.11 Exemption of Owner. No Owner of a Lot may exempt himself from liability for Assessments levied against his Lot or for other amounts which he may owe to the Association under the Project Documents by waiver and non-use of any of the Common Area and facilities or by the abandonment of his Lot.

Section 4.12 Maintenance of Reserve Fund. Out of the annual Assessments and other income, the Board may establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of Improvements to the Common Area.

Section 4.13 No Offsets. All Assessments and other amounts payable to the Association shall be payable in accordance with the provisions of the Project Documents, and no offsets against such Assessments or other amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Project Documents.

Section 4.14 Intentionally Omitted.

Section 4.15 Reserves. Assessments for the creation of reasonable reserves may be created by the approval of a majority of the Members of the Association either at a duly called meeting or by written consent of a majority of the Members of the Association. Once approved by a majority vote, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"). Prior to Turnover, Reserves may be adopted by Declarant by written consent; provided however, in no event shall Declarant be obligated to create such Reserves. If Declarant includes Reserves in the budget, Declarant may determine the amount of Reserves included. In the event Reserves are established, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes, and be payable in such manner and at such times as determined by the Association. Prior to Turnover, Declarant is not obligated to pay Reserves or Common Expenses.

Section 4.16 Neighborhood Assessments. The Board of Directors shall have the right to impose neighborhood Assessments against Lots in any specific area of the Property in order to provide for the repair, replacement, operation and maintenance of Common Areas within such area that are different from or in addition to the types of Common Areas in the balance of the Property and that are reasonably intended to benefit less than all of the Property (e.g. private streets, separate entryways or gates, enhanced landscaping, community centers, swimming

pools). Any such determination by the Board shall be made in a writing specifying the purposes of the neighborhood Assessment and the Lots subject thereto.

Section 4.17 Assessments for Communications Services. The Association shall have the right, at its discretion and from time to time, to negotiate and execute one or more contracts ("**Communications Agreement(s)**") with a provider (or providers) of its choice offering internet access, telephone, cable television, and other forms of communications and data transmission services to the Property ("**Communications Services**"). In addition to the annual Assessments included within Article IV, the Association may include in the annual Assessment or levy in any assessment year a special Assessment applicable to that year (and the same shall be charged and collected on a monthly, quarterly or yearly basis as determined by the Board) for the purpose of paying the cost of providing Communications Services to the Property. Each Owner acknowledges that the Property is intended to have Communications Services available and that the condition of availability may be such that each Lot must be included in the service plan. Each Owner therefore acknowledges and agrees that each Lot shall, in the event the Association enters into any such Communications Agreements, be subject to an Assessment, either as part of the annual Assessment or in addition to and apart from the annual and any other special Assessments, for the purpose of paying each Lot's pro rata share of Communications Services provided to the Property regardless of whether or not such Owner subscribes or elects to receive any of such services separately from another provider. At the discretion of the Board, the Assessment authorized and provided for herein may apply only to such service as is defined as "basic" by the provider and any additional services that constitute "expanded basic," "upgrades" or "enhanced" services shall be subscribed for and paid by each Owner, if desired, on an individual basis.

Section 4.18 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the association shall provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial reports shall be prepared in accordance with Section 720.303(7), Florida Statutes, as amended from time to time.

Section 4.19 Individual Lot Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an individual lot Assessment for:

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

of the violation of or non-compliance with this Declaration, to cure or remedy such violation or non-compliance;

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

(C) costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot, including, without limitation, inspections of Fire Protection Equipment (defined herein) pursuant to Section 18.3.4; and

(D) reasonable overhead expenses of the Association associated with any individual lot Assessment established, made, levied, imposed, collected and enforced pursuant to this Section 4.19, in an amount not to exceed ten percent (10%) of the actual costs and expenses incurred by the Association for any individual lot Assessment specified in this Section 4.19.

Section 4.20 Declarant Audit Right. Following the termination of the Class B membership and so long as Declarant owns any Lot, the Declarant shall have the right to audit the books and records of the Association.

Section 4.21 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining, including, but not limited to using such surplus to fund reserves. The Association shall not be obligated to reduce the amount of the annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE V
USE RESTRICTIONS

Section 5.1 Compliance by Owners; Association Rules. Every Owner shall comply with the restrictions and covenants set forth herein and any and all Association Rules hereafter adopted by the Association.

Section 5.2 Residential Use. Except as otherwise provided herein, all Lots shall be improved and used only for Single Family Residential Use. No gainful occupation, profession, trade or other commercial activity shall be conducted on any lot; provided, however, the Declarant may use its Lots for such facilities as in its sole opinion may be reasonably required, convenient or incidental to the construction and sale of residential units, including, without limitation, a business office, storage areas, construction yards, signs, a model site or sites, and a display and sales office. Notwithstanding the foregoing, home businesses are permitted on the Lots provided (i) they are in accordance with applicable governmental ordinances and other legal requirements for home businesses in residential districts, and (ii) they do not generate any

pedestrian or vehicular traffic to or from the home in excess of that which would customarily be generated by a Single Family Residential Use which does not include a home business.

Section 5.3 Building Type and Size. No building shall be constructed or permitted to remain on any Lot other than one Single Family Residence not to exceed two (2) stories in height and a private one (1) to five (5) car garage. Unless otherwise approved in writing by the Architectural Committee, or the Declarant for New Construction, all buildings shall be of new construction and no prefabricated structure shall be placed upon any lot if Visible from Neighboring Property; storage structures and/or a sales or construction offices may be maintained upon any lot or lots by the Declarant or a Designated Builder for the purpose of erecting and selling dwellings on the Property or for the purpose of constructing Improvements on the Common Area, but such temporary structures shall be removed upon completion of construction or selling of a dwelling or the Common Area, whichever is later. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. Declarant and its contractors shall have the right to place temporary construction trailers and store materials on the Common Areas for the purpose of constructing Improvements on the Common Areas.

Section 5.4 Signs. No sign of any kind which is Visible from Neighboring Property shall be installed or displayed on any Lot or Common Area without the prior written approval of the Association as to size, color, design, message content, number and location except: (i) such signs as may be used by Declarant in connection with the development and sale of Lots and/or Residential Units or Common Area in the Project; (ii) in the discretion of Declarant, such signs as may be used by Designated Builders in connection with the development and sale of Lots and/or Residential Units or Common Area in the Project, subject to Declarant's prior written approval of same; (iii) such signs as may be required by legal proceedings, or which by law may not be prohibited; (iv) one (1) discreet, professionally prepared "For Sale" or "For Lease" sign of not more than eighteen (18) inches by twenty-four (24) inches may be placed on any Lot, for a period not to exceed sixty (60) days, upon the filing of written notice of the same with the Secretary of the Association; and (v) such signs as may be desired by Declarant or required for traffic control, construction job identification, builder identification, and subdivision identification as are in conformance with governmental requirements. All other signs must be approved in advance in writing by the Declarant or Architectural Committee, as applicable, as provided above. All signs must conform to applicable ordinances and other governmental requirements. Notwithstanding the foregoing, in no event shall any signs advertising residential property for lease or rent be displayed within twenty-four (24) months after the initial conveyance of a Lot with a Residential Unit constructed thereon to an Owner from a Declarant or a Designated Builder.

Section 5.5 Noxious and Offensive Activity. No noxious or offensive activity shall be allowed on the Property nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners and tenants of their respective lots and residences. Without limiting the generality of the foregoing, no speakers, horns, sirens or other sound devices, except security devices used exclusively for security purposes, shall be located or used on a Lot. The provisions of this Section shall not apply to any activity of Declarant or any Designated Builder

or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property.

Section 5.6 Parking. Parking of Vehicles (as defined in Section 5.7) is prohibited in the front yard of Lots. No Vehicles shall be permitted to be parked on driveways; provided, however, this provision shall not apply to typical passenger Vehicles such as automobiles, non-commercial trucks, motorcycles, and similar personal-use motor vehicles used on a regular and recurring basis for transportation. Parking of Vehicles on any street within the Property is prohibited except that (i) Vehicles that are too large to fit on a driveway may, if permitted by applicable law, park on the portion of the street directly adjacent to the Owner's Lot during daylight hours only and must either be put into the garage or removed from the Property during nighttime hours, (ii) Vehicles belonging to visitors and guests of any Lot Owner may be parked on the portion of the street directly adjacent to the Owner's Lot, if permitted by applicable law, for a maximum period of 24 hours (or, if insufficient space exists on the street directly adjacent to the Owner's Lot, such Vehicles may be parked elsewhere on the street so long as they do not obstruct access to the street, driveways, or mailboxes) and (iii) parking shall be permitted on streets where parking spaces have been approved by applicable governmental authorities and identified by striping on the pavement. Parking of any inoperable Vehicle anywhere on a Lot (other than in an enclosed garage) or on a street within the Property is prohibited. No part of any Vehicle may be parked over any part of a sidewalk because such parking may impede use of the sidewalks, particularly by pedestrians with disabilities. The provisions of this Section shall not apply to (a) Vehicles that are exempt from this Section under applicable law, (b) Vehicles of Declarant or any Designated Builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property, or (c) Vehicles used by the Association in repairing, maintaining and replacing the Common Areas and all Improvements thereon, or in performing all other rights, duties and obligations of the Association under this Declaration.

Section 5.7 Motor Vehicles.

(A) No automobile, truck, motorcycle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, all-terrain vehicle, boat, boat trailer, golf cart or other similar equipment or motor vehicle of any kind (collectively, "**Vehicles**" and individually a "**Vehicle**") shall be parked, kept, or maintained on the Common Area. Vehicles with a gross vehicle weight rating exceeding 14,500 pounds and designated in a Class 5 or above, and commercial Vehicles are prohibited on the Property unless (i) parked in the rear or side yard of a Lot in a manner that such Vehicles are not Visible from Neighboring Property or (ii) owned by any guest or invitee of any Owner or tenant and parked on a Lot only during such time as the guest or invitee is visiting the Owner or tenant, but in no event shall such a motor Vehicle be parked on a Lot for more than seven (7) days during any six (6) month period of time. Any Vehicle, regardless of size, that is parked in the rear or side yard of any Lot must be parked so as not to be Visible from Neighboring Property.

(B) Except for emergency Vehicle repairs on a Lot, no Vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot (other than in an enclosed garage) or the Common Area. No inoperable Vehicle or Vehicle which because of missing fenders, bumpers, hoods or other parts or because of lack of proper maintenance is, in the sole opinion of

the Architectural Committee, unsightly or detracts from the appearance of the Project shall be stored, parked, or kept on any Lot except in an enclosed garage.

(C) No Vehicle with a gross vehicle weight rating exceeding 14,500 pounds and designated in a Class 5 or above, and no commercial Vehicle may be parked on any area in the Project so as to be Visible from Neighboring Property; provided, however, this provision shall not apply to Vehicles that do not exceed 14,500 pounds and are a Class 4 or less which are parked as provided in Section 5.6 and are used on a regular and recurring basis for transportation. For purposes of this Section, commercial Vehicles shall mean any Vehicle that (i) displays the name, trade name, telephone number or other identifying information of any business or governmental entity or (ii) otherwise bears the appearance of a commercial Vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders), as reasonably determined by the Architectural Committee.

(D) The provisions of this Section 5.7 shall not apply to (a) Vehicles that are exempt from this Section under applicable law, (b) Vehicles operated by delivery, pickup and fire protection services, trash collection and recycling services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, cable television and other utilities, persons or companies providing business or commercial services to residents of the Property and the like, while such services are being performed, (c) Vehicles of Declarant or any Designated Builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property, or (d) Vehicles used by the Association in repairing, maintaining and replacing the Common Areas and all Improvements thereon, and in performing all other rights, duties and obligations of the Association under this Declaration.

Section 5.8 Towing of Vehicles. The Association shall have the right to have any Vehicle parked, kept, maintained, constructed, reconstructed, or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the Vehicle or equipment. Any expense incurred by the Association in connection with the towing of any Vehicle shall be paid to the Association by the owner of the Vehicle by the Association. If the Vehicle towed is owned by an Owner, then the cost incurred by the Association in towing the Vehicle or equipment shall be assessed against the Owner and his Lot and be payable on demand, and such cost shall be secured by the Assessment Lien.

Section 5.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use or maintenance of Improvements constructed by the Declarant or a Designated Builder, or approved by the Architectural Committee, or Declarant for New Construction. The provisions of this Section shall not apply to any activity of Declarant or any Designated Builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property.

Section 5.10 Restrictions and Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, and no portion less than all or an undivided interest in all of any Lot shall be conveyed or transferred by any

Owner other than the Declarant. Notwithstanding the foregoing and subject to compliance with any applicable ordinances, a vacant Lot may be split between the Owners of the Lots adjacent to such Lot so that each portion of such Lot would be held in common ownership with another Lot adjacent to that portion.

Section 5.11 Windows. Within thirty (30) days of occupancy of a Residential Unit each Owner shall install permanent suitable window treatments on all windows facing the street. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed upon the outside or inside of any windows, except that professional window tinting shall be allowed subject to prior written approval of the Architectural Committee, or Declarant for New Construction.

Section 5.12 HVAC and Solar Panels. Except as initially installed by the Declarant or a Designated Builder, no heating, air conditioning, or evaporative cooling unit shall be placed, constructed or maintained upon any Lot without the prior written approval of the Architectural Committee, or the Declarant for New Construction. Solar energy collecting units or panels may be placed, constructed or installed upon a Lot only at such locations as are determined by the Architectural Committee, or the Declarant for New Construction, to minimize objectionable aesthetics, subject to the requirements of Section 163.04, Florida Statutes, as amended from time to time.

Section 5.13 Garages and Driveways. The interior of all garages situated on any lot shall be maintained in a neat and clean condition. Garages shall be used only for the parking of Vehicles and the storage of normal household supplies and materials and shall not be used for or converted to living quarters or recreational activities after the initial construction thereof without the prior written approval of the Architectural Committee. Garage doors shall be left open only as needed for ingress, egress, and ventilation while work is conducted inside the garage.

Section 5.14 Installation of Landscaping.

(A) If not already installed at the time an Owner acquires his Lot, within one hundred twenty (120) days after becoming the Owner of a Lot, the Owner shall install landscaping and irrigation Improvements in compliance with the Architectural Committee Rules and other applicable requirements set forth in the applicable zoning ordinances in that portion of his Lot which is between the street(s) adjacent to his Lot and the exterior wall of his Residential Unit or any wall separating the side or back yard of the Lot from the front yard of the Lot. Any Lot that has non-solid fencing (e.g. PVC, wrought iron or aluminum rail rather than a solid wall) on any boundary of its rear yard shall be completely landscaped and irrigated (front, rear, and side yards) by the Owner of such Lot in compliance with Architectural Committee Rules and other applicable requirements set forth in the applicable zoning ordinances within one hundred twenty (120) days of becoming the Owner of the Lot. The landscaping and irrigation Improvements shall be installed in accordance with plans approved in writing by the Architectural Committee, or the Declarant for New Construction. Prior to installation of such landscaping, the Owner shall maintain the portions of such Lot required to be landscaped in a weed-free condition.

(B) If any Owner fails to landscape any portion of his Lot within the time provided for in this Section, the Association shall have the right, but not the obligation, to enter upon such Owner's Lot to install such landscaping Improvements as the Association deems appropriate, and the cost of any such installation shall be paid to the Association by the Owner of the Lot, upon demand from the Association. Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

(C) Notwithstanding the foregoing, but subject to the other requirements of this Article V and the reasonable approval of the Architectural Committee, or the Declarant for New Construction, no Owner shall be prohibited from implementing Florida-friendly landscaping, as such is defined in Section 373.185, Florida Statutes.

(D) This Section 5.14 shall not apply to Declarant or any Builder with respect to any Lot or any other property that has not been conveyed to an Owner with a residence already constructed thereon, except that this Section 5.14 shall apply upon commencement of residential occupancy of any Lot containing a residence.

Section 5.15 Declarant's and Designated Builder Exemption. Nothing contained in this Declaration shall be construed to prevent the construction, installation, or maintenance by a Declarant (or its designated agents and contractors) or a Designated Builder (subject to approval by Declarant) during the period of development, construction, performance of warranty work, sales and marketing on the Property, or any production homes, model homes, and sales offices, and parking incidental thereto, construction trailers, landscaping, or signs deemed necessary or convenient by a Declarant or a Designated Builder (subject to the approval of Declarant), in their sole discretion, to the development, construction, sale, and marketing of property within the Property. Any actions taken by a Designated Builder pursuant to this Section shall require the prior approval of Declarant, which shall not be unreasonably withheld. The Association shall take no action that would interfere with access to or use of model homes; without limitation of the foregoing, the Association shall have no right to close private streets to access by members of the public desiring access to model homes.

Residential subdivision and new home construction are subject to and accompanied by substantial levels of noise, dust, traffic, and other construction-related "nuisances." Each Owner acknowledges and agrees that it may be purchasing a Residential Unit which is within a residential subdivision currently being developed, and that the Owner may experience and accepts a substantial level of construction-related "nuisances" until the subdivision (and other neighboring portions of land being developed) have been completed and sold out.

Section 5.16 Leasing Restrictions. All tenants shall be subject to the terms and conditions of this Declaration and the Project Documents. Each Owner shall deliver copies of the Project Documents to any tenant leasing such Owner's Residential Unit, and to any management company engaged by such Owner to lease the Residential Unit on the Owner's behalf. Each Owner shall cause his, her or its tenants or other occupants to comply with this Declaration and the Project Documents and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such tenants or occupants,

notwithstanding the fact that such tenants or occupants are also fully liable for any violation of each and all of those documents. No sign that is Visible from Neighboring Property may be placed on a Lot or any other area within the Project indicating that a Lot is available for lease at any time during the twenty-four (24) months after the initial conveyance of a Lot with a Residential Unit constructed thereon to an Owner from a Declarant or a Designated Builder (or by a trustee for the benefit of a Declarant or a Designated Builder). No Lot may be leased for a period of less than six (6) months. The provisions of this Section 5.16 shall not apply to any Declarant's or any Designated Builder's use of Lots owned by (or leased to) a Declarant or a Designated Builder, as applicable, as a model home or for marketing purposes.

Section 5.16.1 Management of Non-Owner Occupied Residential Units. If any Owner hires any person or company to act as a property manager, leasing agent, management company or perform similar functions with respect to such Owner's Residential Unit (a "**Manager**"), or if any Owner's Manager changes, such Owner shall deliver written notice thereof to the Association, specifying the following information:

(A) The complete name and mailing address of the Manager;

(B) The telephone number, fax number and e-mail address of the Manager, to the extent applicable;

(C) If the Manager is a company, the name of an individual at the company who is responsible for the account; and

(D) The name and telephone number of a contact person at the Manager who should be notified in the event of an emergency involving the Residential Unit, if different than set forth above.

Upon receipt of the foregoing information, the Association shall have the right (but not the obligation) to notify the Manager in writing of the existence of this Declaration and to deliver copies of any Project Documents to the Manager together with copies of any other rules and regulations hereunder which are applicable to the Residential Unit. Upon request, the Manager shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its management or leasing of the Residential Unit.

Section 5.16.2 Rental of Residential Units. If any Owner rents or leases such Owner's Residential Unit to a tenant or lessee (a "**Tenant**"), whether or not using the services of a Manager, such Owner shall deliver written notice thereof to the Association, specifying the following information:

(A) The complete name and mailing address of the Tenant; and

(B) The telephone number, fax number, and e-mail address for the Tenant, to the extent applicable.

Upon receipt of the foregoing information, the Association shall have the right (but not the obligation) to notify the Tenant in writing of the existence of this Declaration and deliver copies

of any Project Documents to the Tenant together with copies of any other rules and regulations hereunder which are applicable to the Residential Unit. Upon request, the Tenant shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its rental of the Residential Unit.

Section 5.17 Animals. No animals, insects, livestock, or poultry of any kind shall be raised, bred, or kept on or within any lot or structure thereon except that dogs, cats or other common household pets (types and breeds limited to those determined to be acceptable by the Board) may be kept on or within the lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers as determined by the Architectural Committee. Notwithstanding the foregoing, no animals or fowl may be kept on any Lot which results in a nuisance to, which is an annoyance to, or which are obnoxious to other Owners or tenants in the vicinity. All pets, required by any law, must be kept within a fenced yard or on a leash under the control of the Owner at all times. No structure for the care, housing or confinement of any animal or fowl shall be maintained so as to be Visible from Neighboring Property. All dogs must be on leashes when they are not in a Residential Unit. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet.

Section 5.18 Drilling and Mining. No drilling, refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for or removing water, oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any Lot.

Section 5.19 Refuse. All refuse, including, without limitation, all animal wastes, shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Until removal from the Lots, refuse shall be placed in closed refuse containers with operable lids so that such containers are not open to the air. Refuse containers shall be kept clean, sanitary, and free of noxious odors. Refuse containers shall be maintained so as to not be Visible from Neighboring Property, except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection.

Section 5.20 Antennas and Satellite Dishes.

(A) This Section applies to antennas, satellite television dishes, and other devices ("**Receivers**"), including any poles or masts ("**Masts**") for such Receivers, for the transmission or reception of television or radio signals or any other form of electromagnetic radiation.

(B) As of the date of recordation of this Declaration, Receivers one meter or less in diameter are subject to the provisions of Title 47, Section 1.4000 of the Code of Federal Regulations ("**Federal Regulations**"). "**Regulated Receivers**" shall mean Receivers subject to Federal Regulations as such regulations may be amended or modified in the future or subject to any other applicable federal, state or local law, ordinance or regulation ("**Other Laws**") that would render the restrictions in this Section on Unregulated Receivers (hereinafter defined)

invalid or unenforceable as to a particular Receiver. "**Unregulated Receiver**" shall mean all Receivers that are not Regulated Receivers. Notwithstanding the foregoing, a Regulated Receiver having a Mast in excess of the size permitted under Federal Regulations or Other Laws for Regulated Receivers shall be treated as an Unregulated Receiver under this Section.

(C) No Unregulated Receivers shall be permitted outdoors on any Lot, whether attached to a building or structure or on any Lot, unless approved in writing by the Architectural Committee, with such screening and fencing as such Committee may require. Unregulated Receivers must be ground mounted and not Visible from Neighboring Property.

(D) Regulated Receivers shall be subject to the following requirements:

(i) If permitted by applicable Federal Regulations or Other Laws, no Regulated Receiver shall be permitted outdoors on any Lot, whether attached to a building or structure or on any Lot, unless approved in writing by the Architectural Committee, with such screening and fencing as such Committee may require. If such restriction is not so permitted, the provisions of subsections (ii) and (iii) below shall apply.

(ii) A Regulated Receiver and any required Mast shall be placed so as not to be Visible from Neighboring Property if such placement will not (a) unreasonably delay or prevent installation, maintenance or use of the Regulated Receiver, (b) unreasonably increase the cost of installation, maintenance or use of the Regulated Receiver, or (c) preclude the reception of an acceptable quality signal.

(iii) Regulated Receivers and any required Masts shall be placed on Lots only in accordance with the following descending order of locations, with Owners required to use the first available location that does not violate the requirements of parts (a) through (c) in subsection (ii) above: (1) a location in the rear yard of the Lot where the Receiver will be screened from view by landscaping or other Improvements; (2) an unscreened location in the rear yard of the Lot; (3) on the roof, but completely below the highest point on the roofline; (4) a location in the side yard of the Lot where the Receiver and any pole or mast will be screened from view by landscaping or other Improvements; (5) on the roof above the roofline; (6) an unscreened location in the side yard; and (7) a location in the front yard of the Lot where the Receiver will be screened from view by landscaping or other Improvements.

Notwithstanding the foregoing order of locations, if a location stated in the above list allows a Receiver to be placed so as not to be Visible from Neighboring Property, such location shall be used for the Receiver rather than any higher-listed location at which a Receiver will be Visible from Neighboring Property, provided that placement in such non-visible location will not violate the requirements of parts (a) through (c) in subsection (ii) above.

(iv) Owners shall install and maintain landscaping or other Improvements ("**Screening**") around Receivers and Masts to screen items that would otherwise be Visible from Neighboring Property unless such requirement would violate the requirements of parts (a) through (c) in subsection (ii) above, if an Owner is not required to install and maintain Screening due to an unreasonable delay in installation of the Receiver that such Screening would cause, the Owner shall install such screening within thirty (30) days following installation of the Receiver and shall thereafter maintain such Screening, unless such Screening installation or

maintenance will violate the provisions of parts (a) through (c) in subsection (ii) above. If an Owner is not required to install Screening due to an unreasonable increase in the cost of installing the Receiver caused by the cost of such Screening, the Association shall have the right, at the option of the Association, to enter onto the Lot and install such Screening and, in such event, the Owner shall maintain the Screening following installation, unless such Screening installation or maintenance will violate the provisions of parts (a) through (c) in subsection (ii) above.

The provisions of this Section are severable from each other; the invalidity or unenforceability of any provision or portion of this Section shall not invalidate or render unenforceable any other provisions or portions of this Section, and all such other provisions or portions shall remain valid and enforceable. The invalidity or unenforceability of any provisions or portions of this Section to a particular type of Receiver or Mast or to a particular Receiver or Mast on a particular Lot shall not invalidate or render unenforceable such provisions or portions regarding other Receivers or Masts on other Lots.

Section 5.21 Utility Services. To the extent reasonably practicable, all lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures, as approved by the Architectural Committee, or the Declarant for New Construction. Temporary power or telephone structures incident to construction activities approved by the Architectural Committee, or the Declarant for New Construction, are permitted.

Section 5.22 Diseases and Insects. No Owner or resident shall permit any thing or condition to exist upon a Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects, including but not limited to swimming pools which are not kept operable and in clean condition.

Section 5.23 Construction Control. No excavation, grading work or construction activity for the purpose of New Construction shall be performed on any Lot by any Owner other than Declarant without the prior written approval of the Declarant.

Section 5.24 Architectural Control. The following provisions shall govern architectural control of all Improvements with the exception of New Construction (which must be approved by the Declarant rather than the Architectural Committee):

(A) No excavating or grading work shall be performed on any Lot for the purpose of constructing Improvements by any Owner other than Declarant without the prior approval of the Architectural Committee. Each Owner altering any grading or drainage on a Lot shall ensure that such alterations comply with all requirements of any grading or drainage plan approved by any governmental entity having jurisdiction over the Property, and that such alterations do not alter or impede the flow of storm water from the manner existing prior to such alterations; approval of plans or proposed Improvements by the Architectural Committee shall not constitute a waiver of this requirement or a warranty that such plans or Improvements are consistent with this requirement or any other requirement of this Declaration, the Association Rules, any governmental requirement or construction industry standard.

(B) No Improvements shall be constructed or installed on any Lot without the prior written approval of the Architectural Committee.

(C) No addition, alteration, repair, change, or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any Lot, or the Improvements located thereon, shall be made or done without the prior written approval of the Architectural Committee.

(D) Any Owner desiring approval of the Architectural Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement which would alter the exterior appearance of the Improvement, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the construction, installation, addition, alteration, repair, change or replacement of any Improvement which the Owner desires to perform, including, but not limited to, the shape, height, materials, floor plans, color scheme and location of such proposed Improvement. Any Owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. If the Architectural Committee fails to approve or disapprove an application for approval within sixty (60) days after the application, together with all supporting information, plans and specifications requested by the Architectural Committee have been submitted to it, approval will not be required and this Section will be deemed to have been complied with by the Owner who had requested approval of such plans.

(E) Without curtailing the right of the Architectural Committee to reject certain requests or employ judgment in evaluating requests, the following guidelines shall be considered when evaluating requests regarding fences. Even in the event of strict compliance with the following guidelines, prior written approval from the Architectural Committee shall be required for each and every fence installation.

(i) Any fence installed on a Lot within the Property must have a uniform maximum height of no more than six feet (6') above the sod level.

(ii) Any fence must be made entirely of one of the following materials: (a) PVC; (b) wrought iron; or (c) aluminum rail.

(iii) All fences comprised of PVC shall be white in color, or painted beigewhite in color within thirty (30) days of installation. All fences comprised of wrought iron or aluminum rail shall be black in color or painted black in color within thirty (30) days of installation.

(iv) No fence shall be approved or installed which encroaches into Common Area or other Lots.

(v) No fence shall be approved or installed which extends in front of the front wall of the Residential Unit or beyond the rear wall of the Residential Unit without the prior approval of the Architectural Committee. Notwithstanding the foregoing, no fence shall be approved or installed beyond the rear wall of a Residential Unit on either (A) a Lot upon which a

Water Feature, as defined in Section 3.1.1 hereof, is located or that shares a boundary line with a tract or parcel upon which a Water Feature is located or (B) a Lot upon which a conservation easement is located or that shares a boundary line with a tract or parcel on which a conservation easement is located, unless such fence is comprised of wrought iron or open aluminum rail, black in color or painted to be black in color within thirty (30) days of installation, and has a uniform maximum height of no more than five feet (5') above the sod level.

(F) The approval by the Architectural Committee of any construction, installation, addition, alteration, repair, change, or other work pursuant to this Section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change, or other work subsequently submitted for approval.

(G) Upon receipt of approval from the Architectural Committee for any construction, installation, addition, alteration, repair, change, or other work, the Owner who obtained such approval shall proceed to perform, construct or make the construction, installation, addition, alteration, repair, change or other work approved by the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practical and within such time as may be prescribed by the Architectural Committee.

(H) The approval of the Architectural Committee required by this Section shall be in addition to, and not in lieu of, the requirements of and any approvals, consents, or permits required under the ordinances or rules and regulations of any county or municipality having jurisdiction over the Property.

(I) The provisions of this Section shall not apply to, and approval of the Architectural Committee shall not be required for, the construction, erection, installation, addition, alteration, repair, change, or replacement of any Improvements made by, or on behalf of, the Declarant.

(J) In no event shall the Association, the Board, the Declarant, the Architectural Committee, any member of the Architectural Committee, or any director, officer, manager, member, employee or agent thereof have any liability for any action or inaction by the Architectural Committee or its members, including without limitation any approval or disapproval of plans by the Architectural Committee. The sole remedy for an Owner asserting that the Architectural Committee has improperly withheld approval or has improperly granted approval shall be an action to compel the Architectural Committee to take appropriate action. In no event shall any damages of any nature be awarded against the Association, the Architectural Committee or any member of the Architectural Committee arising from any action or inaction described in this Section 5.24. Every person who submits plans for approval, by submission of such plans and specifications, agrees that it will not bring any action or suit for damages against the Association, Board, Declarant, Architectural Committee, any member of the Architectural Committee, or any director, officer, employee, manager, member or agent thereof.

(K) Each Owner is strongly advised to consult with independent architects and engineers to ensure that all Improvements or alterations made by such Owner are safe and in compliance with applicable governmental requirements. No approval by the Architectural

Committee shall constitute a guaranty or warranty by the Association, the Architectural Committee or any member of the Architectural Committee that the matters approved will comply with this Declaration, any Association Rules or architectural guidelines, or any applicable governmental requirements or that any plans or Improvements are safe or properly designed. The Owner constructing or altering any Improvements shall indemnify, defend and hold the Association harmless from (i) any claims or damages of any nature arising from such Improvements or alterations or any approval thereof by the Architectural Committee and (ii) any claim that the Association, the Architectural Committee or any member of the Architectural Committee breached any duty to other Owners in issuing approval of such Owner's Improvements or alterations.

Section 5.25 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed, or maintained on any Lot so as to be Visible from Neighboring Property.

Section 5.26 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet without the prior written approval of the Architectural Committee.

Section 5.27 Drainage. No Residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the Surface Water Management System or change the direction or flow of water in accordance with the Surface Water Management System for the Project, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the municipality, County, Water Management District or other governing body in which the Project is located. In addition, no Owner or other Person shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans.

Section 5.28 Basketball Goals and Backboards. No basketball backboard, hoop or similar structure or device shall be permitted except in accordance with the Architectural Committee Rules.

Section 5.29 Playground Equipment. No jungle gyms, swing sets, or similar playground equipment which would be Visible from Neighboring Property shall be erected or installed on any Lot without the prior written approval of the Architectural Committee, or Declarant for New Construction.

Section 5.30 Lights. Except as initially installed by the Declarant, no spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other property except as approved by the Architectural Committee, or the Declarant for New Construction.

Section 5.31 Flags. The official flag of the United States and/or the State of Florida may be displayed on any Lot provided: (i) such flag is displayed in the manner required under the

Federal Flag Code (4 U.S.C. §§ 4-10); (ii) if detached from a Residential Unit, the pole is no higher than twenty feet (20') high; (iii) if attached to a Residential Unit, the pole is no longer than ten feet (10') in length and does not extend more than ten feet (10') from the edge of the Residential Unit; (iv) the flag and pole do not obstruct sightlines at intersections and are not erected within or upon an easement; (v) the flag is no larger than 4½ feet by 6 feet in size, (vi) any flag lighting does not violate Section 5.30 of this Declaration; and (vii) the flag is maintained in good condition. Any Owner may additionally display one official flag of the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag on any Lot; provided that such flag is equal in size to or smaller than the United States flag. The flag of another nation may be displayed in lieu of the United States flag on national holidays of such nation provided such display complies with the requirements for displaying the United States flag.

Section 5.32 Yard Sales. Owners may hold "yard sales" to sell personal property of such Owners only in compliance with the following requirements: (i) yard sales shall be limited to two (2) days per year on any Lot, (ii) no yard sale shall commence prior to 6:00 AM EST or continue after 5:00 PM EST, (iii) no Owner shall post any signs advertising any yard sale anywhere on the Property except that a temporary sign may be posted on such Owner's Lot on the day that a yard sale is being held, (iv) if the Association ever adopts standard yard sale dates for the Property, yard sales shall be held only on such dates, and (v) no yard sale may be conducted without all applicable governmental permits and approvals having been obtained. The Association shall give reasonable notice to all Owners if it adopts standard yard sale dates for yard sales on the Property.

Section 5.33 Holiday Displays. Owners may display holiday decorations which are Visible from Neighboring Property only if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Holiday decorations may be displayed between November 1 and January 31 of each year and, during other times of year, from one week before to one week after any nationally recognized holiday.

Section 5.34 Screen Enclosures. The following guidelines shall be considered when evaluating requests regarding screen enclosures. Note that, even in the event of strict compliance with the following guidelines, prior written approval from the Architectural Committee shall be required for each and every screen enclosure installation:

(A) Approval for screen enclosures shall be limited to aluminum frame structures that are either bronze or black.

(B) Approval for screen enclosures shall be limited to screen meshes on the enclosure that are a standard dark color (e.g. charcoal, bronze or black).

(C) Kick plates may be approved which are no taller than 24" above the patio deck.

(D) Opaque screen materials shall be prohibited.

(E) No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry.

Section 5.35 Water and Sewer. All dwellings shall use and be connected to the main lines of the Water and Sewer System Facilities. No septic tank shall be installed, used, or maintained on any Lot or Tract, without the prior written approval of Declarant, the Architectural Committee, and the applicable governmental authority.

Section 5.36 Firearms. The use or discharge of firearms or other weapons within the Property is prohibited. The carrying of firearms or other weapons in the Common Areas without a permit is also prohibited. The term "firearms or other weapons" includes, but is not limited to, "B-B" guns, pellet guns, knives, swords, cross-bows and other firearms or other weapons of all types, regardless of size.

ARTICLE VI
RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time, without the consent of other Owners or First Mortgagees, to re-subdivide and re-plat any Tract or Tracts, Lot or Lots which the Declarant then owns and has not sold.

ARTICLE VII
PARTY WALLS

Section 7.1 General Rules of Law to Apply. Each wall, any part of which is placed on a boundary line between separate Lots or between any Lot and any portion of the Common Area (a "**Boundary Wall**"), or traverses more than one Lot or a Lot and a portion of the Common Area (a "**Traversing Wall**") shall constitute a "**Party Wall**". Each Owner's obligation with respect to Party Walls shall be determined by this Declaration, except as otherwise required by Florida law.

Section 7.2 Sharing Repair and Maintenance. Each Owner shall maintain the portion of the Party Wall situated upon his Lot, including the exterior surface of a Boundary Wall facing his Lot. Except as provided in this Article VII, the cost of reasonable repair of a Boundary Wall shall be shared equally by adjoining Lot Owners.

Section 7.3 Damage by One Owner. If a Party Wall is damaged or destroyed by the act of any Owner, or his guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Party Wall to its prior condition without cost to any other Owner or the Association and shall indemnify any adjoining Owners and the Association from any consequential damages, loss or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

(i) No Owner shall allow sprinklers to spray or other water sources to deliver water onto the surface of any Boundary Wall, excluding rainfall that falls directly on such Boundary Wall (e.g., an Owner shall not collect rainfall from other portions of the Lot and spray or deposit it on any Boundary Wall);

(ii) No Owner shall allow any tree to grow within six feet (6') of any Party Wall (with such distance measured from the above-ground part of the tree that is nearest to the wall within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil); and

(iii) No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Party Wall.

Section 7.4 Other Damage. If a Party Wall is damaged or destroyed by any cause other than the act of any Owner, his agents, tenants, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the following shall apply:

(i) If the Party Wall is a Boundary Wall, then the adjoining Owners shall rebuild or repair the Boundary Wall to its prior condition, equally sharing the expense;

(ii) If the Party Wall is a Traversing Wall, then the Owner on whose Lot the portion of the Traversing Wall that requires rebuilding or repair is located shall rebuild or repair that portion of the Traversing Wall to its prior condition, at its sole expense; and

(iii) Notwithstanding the foregoing, and irrespective of whether the Party Wall is a Boundary Wall or a Traversing Wall, if the Party Wall is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or his agents, tenants, licensees, guests or family members), then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Party Wall and shall immediately repair the Party Wall to its prior condition.

Section 7.5 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his Lot for the purpose of installations, alteration, or repairs to a Party Wall on the Property of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

Section 7.6 Right of Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7.7 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing wall) a Boundary Wall shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld or conditioned.

Section 7.8 Walls Adjacent to Streets or Common Area. A Party Wall that is adjacent to streets or Common Area shall be treated as though it is a Boundary Wall with the street or Common Area constituting a Lot owned by the Association, except that any portion of such wall consisting of decorative metal-work that was originally on such Boundary Wall (or any replacement thereof) shall be the sole responsibility of the Association (subject to an Owner's liability for repairs that would be such Owner's sole responsibility under Section 7.3 or Section 7.4). Notwithstanding the foregoing, (a) the provisions in Section 7.3 and Section 7.4 regarding an Owner's sole liability for repair of damage caused by such Owner's guests or licensees shall not apply to damage resulting from guests or licensees of the Association and such damage shall be considered caused by unrelated third parties and (b) the rule in Section 7.4 regarding damage arising from events occurring on a particular Owner's Lot shall not apply to damage arising from events occurring on streets or Common Areas. Notwithstanding the foregoing, any damage to a Party Wall that is covered by the Association's casualty insurance shall, to the extent of proceeds actually received from such insurance, be paid for by the Association.

Section 7.9 Walls Forming Part of Residence. If a Lot contains a Party Wall that is (i) an exterior wall of a residence (including any garage associated with a residence) and (ii) located on or immediately adjacent to the Lot boundary line, the provisions of this Article shall apply subject to the following:

(A) The Party Wall shall have a perpetual easement for encroachments onto any adjoining Lot or Common Area of up to one foot, provided, however, that such easement shall only apply to initial construction of the wall and any replacements of the wall that do not encroach further than the original wall.

(B) Any roof Improvements (including gutters and similar related Improvements) above such Party Wall shall have a perpetual easement for encroachments onto any adjoining Lot or Common Area of up to four feet (4'), provided, however, that such easement shall only apply to initial construction of the roof Improvements and any replacements of the roof Improvements that do not encroach further than the original roof Improvements.

(C) The Owner of the Lot adjacent to such Party Wall shall not, without the written approval of the Owner of the Lot on which the residence is located, do any of the following:

(i) use the wall for recreational purposes (e.g. bouncing balls);

(ii) use the wall as part of an enclosure for pets; or

(iii) otherwise take any action regarding the wall that a reasonable person would conclude has a substantial likelihood of disturbing the peaceful and undisturbed use of the interior of the residence of which the wall forms a part.

(D) Notwithstanding Section 7.7, no Owner shall be required to obtain permission from the adjoining Lot Owner to rebuild a wall in the same manner as originally constructed.

Section 7.10 Construction and Installation of a Party Wall.

(A) Right to Construct. Each Builder hereby agrees and acknowledges that certain portions of each Builder's Lots may share a Party Wall with the Lots of another Builder. Any Builder (the "**Constructing Builder**") that first commences construction on a portion of the Builder's Lots requiring the construction and installation of a Party Wall (commencement of construction being the commencement of grading) shall be responsible for causing the construction and installation of the Party Wall. The Constructing Builder shall cooperate and coordinate with any adjacent property owner(s) (the "**Non-Constructing Builder**") in order to avoid any interference with any of the Non-Constructing Builder's construction and installation of Improvements upon its Lots. The Constructing Builder shall complete the construction and installation of any Party Wall in a timely manner. If the Constructing Builder fails to timely construct and install the Party Wall in accordance with the terms of this subsection (A), including, but not limited to, receipt of the lien waivers required by subsection (C) below, then the Non-Constructing Builder shall have the right to complete such construction and pay any outstanding costs to release any liens. The Non-Constructing Builder hereby grants to the Constructing Builder a temporary nonexclusive easement over, across, in, under, and through those portions of the Non-Constructing Builder's Lots that are not planned or utilized for the construction of buildings, structures, or other Improvements for the purpose of constructing the Party Wall. The easement may not be exercised or used in any fashion that would unreasonably interfere with or impact the Non-Constructing Builder's development of its Lots. The easement with respect to any Lot shall automatically expire upon the sale of such Lot, together with a Residential Unit thereon, to a Purchaser.

(B) Payments. The cost of any Party Wall shall be divided equally between the Builder(s) sharing the Party Wall. Subject to receipt of the lien releases described in subsection (C) below, within ten (10) days after the Constructing Builder submits an invoice to the Non-Constructing Builder in connection with the cost of the construction and installation of a Party Wall (the "**Wall Payment Due Date**"), the Non-Constructing Builder shall pay to the Constructing Builder, in cash, by cashier's check or by wire transfer of immediately available funds, the Non-Constructing Builder's share of the cost.

(C) Lien Waivers. The Constructing Builder shall not permit any contractors, subcontractors or material suppliers to file any liens or claims including, but not limited to, stop notices, bonded stop notices, mechanics', materialmen's, professional service, contractors' or subcontractors' liens or claim for damage arising from the services performed by the Constructing Builder and its agents, employees, contractors and subcontractors, against any other Builder's Lots. It shall be a condition precedent to the Constructing Builder receiving payment

that all mechanics and materialmen deliver statutory unconditional lien releases for the work constructed to date.

(D) Non-Payment. If a Non-Constructing Builder fails to pay the amounts incurred by the Constructing Builder for the construction and installation of the Party Wall on the Non-Constructing Builder's Lots on or before the Wall Payment Due Date, the amounts unpaid shall bear interest at the rate of eighteen percent (18%) per annum until paid in full, and shall be secured by a lien against the Lots of the Non-Constructing Builder, which lien may be foreclosed in the manner provided for in Florida law for the foreclosure of realty mortgages.

ARTICLE VIII
EASEMENTS

Section 8.1 Owner's Easements of Enjoyment.

(A) Every Member, and any person residing with such Member, shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and Parcel, subject to the following provisions:

(i) The right of the Association to suspend the voting rights and right to the use of the Common Areas (except as hereinafter expressly provided) by any Member (and such Member's tenants, guests, or invitees) who is more than ninety (90) days delinquent in the payment of any Assessment against his Lot for any period during which such Member remains delinquent. Furthermore, the Association may suspend the right of an Owner (and such Owner's tenants, guests, or invitees) to use the recreational facilities, but not the Owner's voting rights, for a period not to exceed sixty (60) days for any other infraction of the Project Documents and for successive sixty-day (60) periods thereafter if any such infraction is not corrected during any prior sixty-day (60) period. The Association may levy reasonable fines of up to $1,000 per single violation hereof against any member so suspended or any tenant, guest, or invitee thereof. A fine may be levied in the amount of up to $100 per day for each day of a continuing violation, with a single fourteen (14) day notice and opportunity for a hearing before a committee of at least three uninterested Members appointed by the board. A fine of $1,000 or more shall be secured by a lien on the affected parcel in favor of the Association, but a fine of less than $1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The provisions regarding the suspension-of-use rights do not apply to the portion of Common Areas to the extent the same must be used to provide access or utility services to the Lot.

(ii) The right of the Association to dedicate, transfer or encumber all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board, provided, however, that any such action taken at any time that Declarant owns any Lot shall be subject to the approval of Declarant. If ingress or egress to any Lot is through the Common Area, any dedication, transfer, or encumbrance of the Common Area shall be subject to the Lot Owner's easement of ingress and egress.

(iii) The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit or limit access to such portions of the Common Area, such as landscaped right-of-ways, not intended for use by the Owners or other lawful occupants of a Residential Unit.

(B) If a Lot is leased or rented by the Owner thereof, the tenant and the members of his family residing with such tenant pursuant to the lease shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area until the termination or expiration of such lease, except for the portion of Common Areas that must be used to provide access or utility services to the Lot.

(C) The guest and invitees (other than tenants) of any Member or other person entitled to use the Common Area pursuant to this Declaration may use any recreational facility located on the Common Area provided they are accompanied by a Member or other person entitled to use the recreational facilities pursuant to this Declaration. The Board shall have the right to limit the number of guests and invitees who may use the recreational facilities located on the Common Area at any one time and may restrict the use of the recreational facilities by guests and invitees to certain specified times.

Section 8.2 Drainage Easements. Drainage flow shall not be obstructed or diverted from the drainage easements. The Declarant hereby reserves for itself, its successors and assigns, and hereby grants to the Association, easements for and may, but shall not be required to, cut swales and drainways for surface water wherever within the Property and whenever such action may appear to the Declarant or the Association, as the case may be, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with any permit from time to time issued by the Water Management District, as such permits may be amended or supplemented from time to time. These easements include the right to cut or remove any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any Improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Neither these easements nor their intended uses may be changed, amended, modified or terminated by subsequent owners or others (with the exception of the holders of such easements). Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. Notwithstanding anything provided herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Areas dedicated for water management purposes. The Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association and the County (in the event an MSBU is formed for the maintenance of the Surface Water Management System), a perpetual non-exclusive easement over, under and upon all Lots and other portions of the Property which may be utilized for the Surface Water Management System to make use of such Surface Water Management System for the surface water drainage, retention, detention and maintenance necessary to develop the Property as the Declarant deems to be appropriate. In addition to the foregoing, the Declarant, its successors and assigns, and the Association, shall have the right to utilize all drainage easements provided for herein or on the Plat of the Property for purposes of accessing any and all drainage

facilities on the Property and for access to any Common Areas and/or any Improvement from time to time located thereon.

Section 8.3 Mailbox Easements. Mailbox structures shall be installed at such locations within the Property as Declarant and the U.S. Postal Service determine to be appropriate. If mailbox structures benefiting more than a single Residential Unit are constructed or installed on Lots, an easement shall be deemed to exist over such portion of the Lot(s) on which such structures are constructed or installed so as to facilitate the use of such mailbox structure by the U.S. Postal Service, the Owners of the Residential Units to be served by such structures, and the Association. All such common mailbox structures shall be Common Areas.

Section 8.4 Utility Easements. Except as installed by the Declarant or approved by the Architectural Committee, or the Declarant for New Construction, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, cable and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, to the extent reasonably practicable. No structure, landscaping, or other Improvements shall be placed, erected, or maintained upon any area designated on the Plat as a public utility easement which may damage or interfere with the installation and maintenance of utilities. Such public utility easement areas, and all Improvements thereon, shall be maintained by the Owner of the Lot on which the easement area is located unless the utility company or a county, municipality or other public authority maintains said easement area. There is hereby created a blanket easement upon, across, over and under the Property for ingress to, egress from and the installation, replacing, repairing, altering, operating and maintaining of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, cable or communication lines and systems, as such utilities are installed in connection with the initial development of each Lot. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Lots and Common Areas and affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of buildings thereon. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility or sewer lines may be installed or relocated within the Property except as initially created or approved by Declarant without the prior written approval of, in the case of a Common Area, the Association, in the case of a Lot, the Owner of such Lot (but only if the lines are installed in or relocated to an areas outside of the areas designated as utility easements on the Plat) and the Architectural Committee, or the Declarant for New Construction. Nothing contained herein shall entitle Declarant or any utility in exercising the rights granted herein to disturb any Residential Unit constructed in accordance with the requirements hereof. Declarant further reserves temporary construction easements for utility lines, maintenance of storage tanks and facilities and access to and from such facilities.

Section 8.5 Wall, Fence and/or Landscape Easements. Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association a perpetual non-exclusive easement (the "**Wall, Fence and/or Landscape Easement**") over, across, through and under all portions of the Property shown as landscape buffers, perimeter buffers, or wall, fence and/or landscape easements on the Plat or as described herein (the "**Wall, Fence and/or Landscape Easement Area**"), for the purposes of construction, installation, location, ownership,

maintenance, repair, replacement and operation of a fence(s) or wall(s) and installation, location, maintenance, repair, replacement or removal of landscaping, all to be located within the Wall, Fence and/or Landscape Easement Area. The Association shall own and shall be responsible for the cleaning, painting, maintenance, repair and replacement, all as needed in the Association's sole discretion, of any fence or wall located within a Wall, Fence and/or Landscape Easement Area, except that an Owner shall be responsible, at such Owner's expense, for the cleaning and painting (as needed) of the interior side of any fence or wall located on that Owner's Lot and for the Association's cost for repair and replacement of the fence or wall if the need for such repair or replacement is caused by the Owner or the Owner's tenants, guests or other invitees. Each Owner of any part of the Property encumbered by any such Wall, Fence and/or Landscape Easement understands and agrees that the installation of landscaping therein shall require the prior written approval of the Architectural Committee. No Improvements shall be built in the Wall, Fence and/or Landscape Easement Area by any Owner of any part of the Property, except for Declarant, and except as otherwise expressly permitted this Declaration. Notwithstanding any other provision of this Declaration to the contrary, an Owner shall also be responsible for the maintenance, including irrigation (if applicable), repair replacement or removal of all landscaping, including without limitation all landscaping installed in accordance with any landscape plan submitted to and approved by applicable governmental authorities in connection with the approval of the Project, within a Wall, Fence and/or Landscape Easement Area located on such Owner's Lot (or, if applicable, that portion of a Wall, Fence and/or Landscape Easement Area located on the interior side of any fence or wall located on that Owner's Lot). Such maintenance, including irrigation (if applicable), of the landscaping by such Owner shall be undertaken in accordance with Article IX hereof, to the greatest extent applicable. Notwithstanding the responsibility of an Owner to perform and undertake the aforesaid activities pertaining to any such wall, fence or landscaping installed within a Wall, Fence and/or Landscape Easement Area, in the event that the Association, in its sole discretion, determines that an Owner is not complying with its obligations hereunder, the Association may utilize the Wall, Fence and/or Landscape Easement Area to enter and perform the necessary maintenance, repair, or replacement and charge the costs thereof to the non-complying Owner. Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the Assessment Lien and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments. In addition to the foregoing, the Declarant, its successors and assigns, and the Association, shall have the right to utilize all Wall, Fence and/or Landscape Easements, for purposes of accessing any and all fences, walls or landscaping on the Property and for access to any Common Areas and/or any Improvement from time to time located thereon. The Declarant, and Association have the right to cut or remove any trees, bushes or shrubbery located within the Wall, Fence and/or Landscape Easement Area that may interfere with their rights under this Section.

Section 8.6 Encroachments. All Lots shall be subject to an easement for overhangs and encroachments by walls, fences or other structures upon adjacent Lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications or as a result of the reasonable repair, shifting, settlement or movement of any such structure.

Section 8.7 Declarant's Easement; Plat Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as the Declarant may from time to time designate in writing, a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across the Common Area, including but not limited to all easements for access and uses for recreation areas, amenity areas, drainage, parking, walls, fences, landscaping, signs, sidewalks, open space, parks, preservation, conservation, upland buffer areas, ponds, wetland, wetland conservation, environmental swales, utilities and other purposes shown on the Plat for ingress and egress and the uses specified in such easements; provided, however, that such access and use does not (i) unreasonably interfere with the reasonable use and enjoyment of the Common Area and facilities located thereon by the Owners, nor (ii) unreasonably interfere with the easement rights of any other parties; nor (iii) violate any recorded covenants or restrictions affecting same. Declarant hereby further reserves to itself, its successors and assigns, and to such other persons as the Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Property, to construct, install, locate, maintain, repair, replace and operate any lines, cables, conduits, pipes, park and recreation improvements, pond, upland and conservation improvements, sidewalks, landscaping, vegetation, signs, parking areas, walls, fences and other such Improvements related to the infrastructure and development thereof in connection with the Declarant's development of the Property or any portion thereof; provided, however, that the Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practicable. The Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the construction, installation, maintenance, repair, replacement and operation of security, television and communication cables and facilities within the rights-of-way and easement areas referred to herein. In addition to the foregoing, the Declarant reserves for itself, its successors, and assigns, all easement rights reserved by the Declarant as set forth on any Plat.

Section 8.8 Easements to Facilitate Development. Declarant hereby reserves to itself; all Designated Builders, and their successors and assigns the right to: (a) use any Lots owned or leased by such party, or any other Lot with written consent of the Owner thereof or, with the approval of a majority of Declarant and the Designated Builders (based on the number of Lots owned by each such party), any portion of the Common Area, as models, management offices, sales offices, a visitors' center, construction, construction offices, customer service offices or sales office parking areas; and (b) with the approval of a majority of Declarant and the Designated Builders (based on the number of Lots owned by each such party), install and maintain on the Common Area, any Lot owned or leased by such party, or any other Lot with the consent of the Owner thereof; such marketing, promotional, or other signs which the Declarant or a Designated Builder deem necessary for the development, sale, or lease of the Property.

Section 8.9 Service Easements; Dedications and Easements Required by Governmental Authority. Declarant hereby grants to persons and entities affiliated with delivery, pickup, and fire protection services, garbage services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, wastewater, irrigation, cable television and other utilities authorized by the Declarant or the Association, and to such other persons as the Declarant or the Association from time to time may designate, a nonexclusive, perpetual easement for ingress and egress over and across the Common Area for the purposes of performing their authorized services, to service all or any

portion of the Property and to perform any investigation related thereto. Declarant hereby reserves to itself and its successors and assigns, the right to make any dedications and to grant any easements, rights-of-way, and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

Section 8.10 Easement to Inspect and Right to Correct.

(A) Easement. Declarant reserves, for itself and such other persons as it may designate, perpetual, non-exclusive easements throughout the Property, to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, correcting, or improving any portion of the Property, including Residential Units and the Common Area. Declarant shall have the right to redesign, correct, or improve any part of the Property, including Residential Units and the Common Area.

(B) Right of Entry. In addition to the above easement, Declarant reserves a right of entry onto each Lot (but not into the interior of a Residential Unit) upon reasonable notice to the Owner; provided, in an emergency, no such notice need be given. Other than in an emergency, entry onto a Lot shall be only after Declarant notifies the Owner (or occupant) and agrees with the Owner regarding a reasonable time to enter the Lot to perform such activities. Each Owner agrees to cooperate in a reasonable manner with Declarant in Declarant's exercise of the rights provided to it by this Section. Entry onto the Common Areas and into any improvements and structures thereon may be made by Declarant at any time, provided advance notice is given to the Association; provided, in an emergency, no notice need be given. The exercise of these easements shall not unreasonably interfere with the use of any Residential Unit.

(C) Damage. Any damage to a Residential Unit or the Common Areas resulting from the exercise of the easement and right of entry described in subsections (A) and (B) of this Section shall promptly be repaired by, and at the expense of, Declarant. The Declarant shall otherwise have no liability for any loss or damage incurred by an Owner or the Association as a result of the Declarant's exercise of its rights hereunder except to the extent such loss or damage is proximately caused by the gross negligence, willful misconduct, or unlawful conduct of the Declarant or its agents.

Section 8.11 Easement for Maintenance and Enforcement. The Association and its directors, officers, agents, contractors and employees, the Architectural Review Committee and any other persons and entities authorized by the Board are hereby granted the right of access over and through any Lots (excluding the interior of any Residential Unit), for (i) the exercise and discharge of their respective powers and responsibilities under the Project Documents; (ii) making inspections in order to verify that all Improvements on the Lot have been constructed in accordance with the plans and specifications for such Improvements approved by the Architectural Committee, or the Declarant for New Construction, and that all Improvements are being properly maintained as required by the Project Documents; (iii) correcting any condition originating in a Lot, or the Common Area, threatening another Lot, or the Common Area; (iv) performing installations or maintenance of utilities, landscaping or other Improvements located on the Lots for which the Association is responsible for maintenance; or (v) correcting any condition which violates the Project Documents. The Association shall have no liability for any loss or damage incurred by an Owner as a result of the Association's exercise of its rights

hereunder except to the extent such loss or damage is proximately caused by the gross negligence, willful misconduct, or unlawful conduct of the Association or its agents.

Section 8.12 Easements for Additional Property. Easements over, upon, under, through and across the Common Area are reserved to the Association and the Declarant, and may be declared or granted from time to time by the Declarant for such further utility, egress, ingress or drainage easements over and across the Property as may be required from time to time to serve any other or additional lands during the course of development of the same, whether or not such additional lands become subject to the jurisdiction of the Association and a part of the Property or Additional Property.

Section 8.13 Rights of Declarant and Designated Builders. Notwithstanding any other provision of this Declaration to the contrary, the Declarant and each Designated Builder has the right to maintain construction trailers, model homes and sales offices on Lots owned or leased by such party and to construct and maintain parking areas for the purpose of accommodating persons visiting such construction trailers, model homes and sales offices and employees and contractors of such party. Any home constructed as a model home shall cease to be used as a model home and any sales office shall cease to be used as a sales office at any time the Declarant or such Designated Builder is not actually engaged in the sale of Lots.

Model homes are displayed for illustrative purposes only, and such display shall not constitute an agreement or commitment on the part of Declarant or Designated Builder to deliver the Residential Unit in conformity with any model home, and any representation or inference to the contrary is hereby expressly disclaimed. None of the decorator items and other items or furnishings (including, but not limited to, decorator paint colors, wallpaper, window treatments, mirrors, upgraded carpet, decorator built-ins, model home furniture, model home landscaping, and the like) shown installed or on display in any model home are included for sale by the Declarant to a Purchaser unless an authorized officer of Declarant has specifically agreed in a written addendum to the purchase agreement to make specific items a part of the purchase agreement.

Section 8.14 Duration of Development Rights; Joinder; Assignment. The rights and easements reserved by or granted to the Declarant pursuant to this Article VIII shall continue so long as any Declarant owns one or more Lots or holds an option to purchase one or more Lots. The joinder of the Association or any Owner or mortgagee of any Owner shall not be required for any easement that may be granted or declared by Declarant hereunder. Declarant may make limited temporary assignments of its easement rights under this Declaration to any person or entity performing construction, installation, or maintenance on any portion of the Property.

Section 8.15 Miscellaneous. If any easement created or intended to be created by this Declaration would be found ineffective as a matter of law on account of the fact that it is purported to be created at a time when both the burdened and benefited properties are owned by the same party, such easement shall be instead be deemed a contractual obligation and license having the same terms for the duration of the period that the burdened and benefited properties are owned by the same party, which shall automatically be converted to an easement on such future date as the burdened and benefited properties become owned by different parties, without

requiring the execution or recordation of any further instruments, so as to preserve the intent and purpose of this Declaration.

Section 8.16 Private Lift Station. Declarant will cause a lift station (the "**Private Lift Station**") to be constructed within the land identified as a "Lift Station Easement" on the Plat, and connected to the sewer system facilities serving the Community. The Private Lift Station, including any easements of which such system may be comprised, may be conveyed to the Fort Pierce Utilities Authority (the "**FPUA**") at any time, in which case it shall be owned and operated by the FPUA; provided however, that any such conveyance shall be subject to the terms of this Declaration. If the Private Lift Station is conveyed and accepted by the FPUA, then the FPUA shall be responsible for the operation and maintenance of the Private Lift Station. In the event the Private Lift Station is operated and maintained by the Association, the expenses therefor shall be included in the annual assessments set forth in Section 4.3. Additionally, to the extent that any Owner takes any action that requires the Association or the FPUA to repair or replace any portion of the Private Lift Station, the cost of such repair or replacement actions shall be assessed by the Association or the FPUA, as applicable, against the Owner on whose behalf such actions are performed, but shall not be considered part of the annual maintenance assessment or charge.

Section 8.17 Temporary Emergency Access Easement. Lots 114, 115 116, 137, 138, and 139, as shown on the Plat (collectively, the "**Emergency Access Lots**"), are subject to that certain Temporary Emergency Access Easement Agreement dated March 28, 2023, and recorded in the Official Records as Instrument #5175971, Public Records of St. Lucie County, Florida (the "**Temporary Emergency Easement**"). Developer may construct a turnaround roadway and related Improvements across the Emergency Access Lots for use of vehicular turnaround and for use by delivery, pickup and fire protection services, trash collection and recycling services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, cable television and other utilities, persons or companies providing business or commercial services to residents of the Property and the like, while in pursuit of performing their authorized services and to perform any investigation related thereto. Declarant shall not convey any Emergency Access Lot to any Purchaser until termination of the Temporary Emergency Easement."

ARTICLE IX
MAINTENANCE

Section 9.1 Maintenance by Owner. Each Owner shall maintain his Lot and Residential Unit in good repair. The yards and landscaping on all improved Lots shall be neatly and attractively maintained, and shall be cultivated and planted to the extent required to maintain an appearance in harmony with other improved Lots in the Property. If any sidewalk is partially or completely located on an Owner's Lot and third parties have an easement to use such sidewalk, or if any sidewalk is located between a boundary line of the Owner's Lot and the curb of any adjacent street, and the sidewalk is open to the public, then the Association (if the Association is the owner of the adjacent Street) (and not the Owner) shall be responsible for the maintenance and repair of such sidewalk (other than pressure-washing the sidewalk to keep the same free from unreasonable accumulations of mold and mildew, which shall be the responsibility of the Owner from time to time, as needed). During prolonged absence, an Owner

shall arrange for the continued care and upkeep of his Lot. Except for areas owned by the Association or that the Association has elected in writing to maintain, which election may be terminated by the Association at any time, each Owner shall also maintain in good condition and repair any landscaping within the portion of any adjacent right of way that is located between such Owner's Lot and the curb of the adjacent street. Each Owner shall maintain in good condition and repair that portion of his driveway located within the right-of-way of the adjoining Street. In the event a Lot Owner fails to fulfill his maintenance and repair obligations under this Article or in the event an Owner fails to landscape his Lot as required by Section 5.14 of Article V, the Architectural Committee may have said Lot and residence landscaped, cleaned, and repaired and may charge the Lot Owner for said work in accordance with the provisions of said Section. An Owner shall not allow a condition to exist on his Lot which will adversely affect any other Lots or Residential Units of other Owners. Any repainting or redecorating of the exterior surfaces of a Residential Unit which alters the original appearance will require the prior approval of the Architectural Committee.

Section 9.2 Maintenance by the Association. The Association shall be responsible for the maintenance, repair, and replacement of the Common Area and may, without any approval of the Owners being required, do any of the following:

(A) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area);

(B) Construct, reconstruct, repair, replace, or refinish any portion of the Common Area used as a road, street, walk, driveway, and parking area;

(C) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(D) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;

(E) Construct, maintain, repair and replace landscaped areas on any portion of the Common Area;

(F) Maintain any and all easement areas granted to the Association herein or on the Plat or in any other document, including but not limited to easements for access, open space, recreation, utilities, and drainage.

(G) Maintain the Surface Water Management System and any other portion of the Common Area used for drainage and retention;

(H) If applicable, maintain any multiple residence mailboxes used for delivery of personal mail within the Property, provided, however, that each Owner shall be responsible for repair or replacement of locks and/or keys for each Owner's mailbox; and

(I) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.

Neither Declarant nor any Builder within the Property shall be responsible for maintenance, repair or replacement of Common Areas or Improvements thereon previously transferred to the Association, except that any express or implied warranties provided by any provider of labor or materials in connection with Improvements shall be deemed assigned to the Association concurrently with such transfer. This paragraph shall not be subject to amendment without the written approval of the Declarant.

Section 9.3 Damage or Destruction of Common Area by Owners. No Owner shall in any way damage or destroy any Common Area or interfere with the activities of the Association in connection therewith. Any expenses incurred by the Association by reason of any such act of an Owner shall be paid by said Owner, upon demand, to the Association to the extent that the Owner is liable therefore under Florida law, and such amounts shall be a lien on any Lots owned by said Owner and the Association may enforce collection of any such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

Section 9.4 Payment of Utility Charges. Each Lot shall be separately metered for water, sewer, and electrical service and all charges for such services shall be the sole obligation and responsibility of the Owner of such Lot. The cost of water, sewer, and electrical service to the Common Area shall be a Common Expense of the Association and shall be included in the budget of the Association.

Section 9.5 Landscaping Replacement. Landscaping originally planted on the Common Areas may exceed the landscaping that is ultimately planned for Common Areas due to over-planting in anticipation of normal plant losses. The Board is hereby granted the authority to remove and not replace dead or damaged landscaping if, in the reasonable discretion of the Board, (a) the remaining landscaping is acceptable to the Board and (b) the remaining landscaping is generally consistent in quality and quantity with the landscaping shown on approved landscaping plans filed with governmental entities in connection with Property, even if the location or types of specific plants are different than those shown on such approved landscaping plans. Declarant reserves the right to substitute plants and trees planted on the Property or shown on approved landscaping plans with equivalent or better landscaping materials. The Declarant shall not be responsible for replacement of landscaping installed in the Common Areas that dies more than ninety days following installation or that requires replacement due to vandalism, lack of proper watering or maintenance by Association, or damage due to negligence; the Association shall be solely responsible for such replacement (subject to potential recovery by the Association from any vandal or negligent person).

Section 9.6 Alteration of Maintenance Procedures. Following Turnover and so long as Declarant owns any Lot, the Association shall not, without the written approval of Declarant, alter or fail to follow the maintenance and repair procedures in place immediately prior to Turnover unless such alteration will provide for a higher level of maintenance and repair. Declarant shall have the right, but not the obligation, to perform any required maintenance or

repair not performed by the Association within ten (10) business days following notice from Declarant that such maintenance or repair is required under this Section; if Declarant performs such maintenance or repair, the costs incurred by Declarant shall be reimbursed by the Association within thirty (30) days following written demand for reimbursement accompanied by copies of invoices for such costs. This Section shall not be subject to amendment without the written approval of the Declarant.

ARTICLE X
INSURANCE; CONDEMNATION

Section 10.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(A) Property insurance on the Common Area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Common Area, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured Property, exclusive of land, excavations, foundations and other items normally excluded from a property policy;

(B) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than $1,000,000.00. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owners as a group to an Owner and provide coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party;

(C) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Florida;

(D) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners, specifically including, but not limited to directors' and officers' liability insurance for the directors and officers of the Association, as well as similar liability insurance covering other functionaries of the Association (such as but not limited to members of Committees) in form and amounts as may be deemed advisable by the Board of Directors;

(E) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) There shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

(ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;

(iii) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

(iv) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners;

(v) The Association shall be named as the Insured; and

(vi) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least thirty (30) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy;

(F) If any building or other vertical Improvement in the Common Area is located in an area identified by the Secretary of Housing & Urban Development as an area having special flood hazards, a policy of flood insurance on such portion of the Common Area must be maintained in the lesser of one hundred percent (100%) of the current replacement cost of the building or Improvement and any other property covered by the required form of policy or the maximum limit of coverage available under the National Insurance Act of 1968, as amended; and

(G) "Agreed Amount" and "Inflation Guard" endorsements.

Section 10.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner or its mortgagee. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee to whom certificates of insurance have been issued.

Section 10.3 Fidelity Bonds.

(A) The Association shall maintain blanket fidelity bonds or insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, including, but without limitation, officers, directors and employees of any management agent of the Association, whether or not they receive compensation for their services. The total amount of such fidelity bond or policy of insurance maintained by the Association shall be based upon the best business judgment of the Board, and shall not be less than the maximum amount of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond or policy of insurance.

Fidelity bonds obtained by the Association must also meet the following requirements:

(i) The fidelity bonds shall name the Association as an obligee;

(ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation from non-payment of premium) without at least ten (10) days prior written notice to the Association.

Policies of insurance obtained by the Association must also meet the following requirements:

(i) The policies of insurance shall name the Association as the insured;

(ii) The policies of insurance shall contain waivers by the issuers of the policies of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) The policies of insurance shall provide that they may not be canceled or substantially modified (including cancellation from non-payment of premium) without at least ten (10) days prior written notice to the Association.

(B) The Association shall require any management agent of the Association to maintain its own fidelity bond or policy of insurance in an amount equal to or greater than the amount of the fidelity bond or policy of insurance to be maintained by the Association pursuant to Section 10.3(A) of this Section. The fidelity bond or policy of insurance maintained by the management agent shall cover funds maintained in bank accounts of the management agent and need not name the Association as an obligee, but the management agent shall deliver to the Association upon request, from time to time, a copy of its fidelity bond or policy of insurance then in effect.

Section 10.4 Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to this Article shall be a Common Expense included in the budget of the Association and shall be paid by the Association.

Section 10.5 Insurance Obtained by Owners. Each Owner shall be responsible for obtaining property insurance for his own benefit and at his own expense covering his Lot, and all Improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his expense personal liability coverage for death, bodily injury, or property damage arising out of the use, ownership, or maintenance of his Lot.

Section 10.6 Payment of Insurance Proceeds. With respect to any loss to the Common Area covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association and the insurance proceeds shall be payable to the

Association and not to any mortgagee. Subject to the provisions of Section 10.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Area.

Section 10.7 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or replaced. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall be added to the Association's reserve fund or used for such other purposes as the Board shall determine.

Section 10.8 Condemnation. Any conveyance in lieu of and under threat of condemnation must be approved by (i) at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant (so long as the Declarant owns any property which is or may become subject to this Declaration) and at least two-thirds (2/3) of the Board shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board and applicable governmental authorities. If such Improvements are to be repaired or restored, the above provisions of this Article regarding the disbursement of insurance proceeds shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XI
TERM AND ENFORCEMENT

Section 11.1 Enforcement. Subject to the provisions of Section 11.3 and of Section 11.4, the Declarant, and the Association shall have the right (but not the obligation) to enforce the terms of this Declaration and any amendment thereto. Failure by the Declarant or the Association, the Architectural Committee, or any Owner to enforce the same shall in no event be deemed a waiver of the right to do so thereafter. Deeds of conveyance of the Property may reference this Declaration, but whether or not such reference is made, each and all of the terms of this Declaration shall be valid and binding upon the respective grantees. Violators of any one or more of the terms hereof may be restrained by any court of competent jurisdiction and damages awarded against such violators, provided, however, that a violation shall not affect the lien of any

First Mortgage. If the Architectural Committee enforces any provision of the Project Documents, the cost of the enforcement shall be paid by the Association. In addition to any enforcement rights otherwise available to the Association, the Association shall have the right to enforce any provision of this Declaration by directly taking action necessary to cure or remove a breach of this Declaration, including without limitation, removal, repair, or replacement of any sign, landscaping, or other Improvement on any portion of the Property; in such event, the Association shall be entitled to recover the costs incurred by the Association in connection with such cure. Pursuant to such cure/removal right of the Association, the Association or its authorized agents may, upon reasonable written notice (or immediately, for willful and recurrent violations, when written notice has previously been given), enter any Lot in which a violation exists and may correct such violation at the expense of the Owner of such Lot, and the Association and its agents are hereby granted an easement for such purpose. Such expenses, and such fines as may be imposed pursuant to this Declaration, the Bylaws, or Association Rules, shall be a special Assessment secured by an Assessment Lien upon such Lot enforceable in accordance with the provisions of this Declaration. All remedies available at law or equity shall be available in the event of any breach of any provision of this Section by any Owner, tenant or other person. In addition, the Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Surface Water Management System for the Property. This shall include, without limitation, the right to bring a civil action for an injunction and penalties against the Association to compel it to correct any outstanding violations of the District Permit or the provisions of this Declaration pertaining to the Surface Water Management System or in mitigation or conservation areas under the responsibility of control of the Association.

Section 11.2 Term. The terms of this Declaration shall run with and bind the land for thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for so long as the Lots shall continue to be used for residential purposes. Provided, however, no termination shall void the duty of the Association to maintain the Surface Water Management System (if it is mandated by the terms of the District Permit to do so and is not being maintained by the MSBU (if formed)),) unless specifically allowed by the Water Management District. Further, no such termination shall have the effect of terminating any easements herein provided or reserved.

Section 11.3 Amendment. So long as the Class B membership exists, the Declaration may be amended at any time and from time to time by the Declarant, without the consent or joinder of the Association, any Owner or mortgagee, if such amendment (a) clarifies ambiguities or corrects scrivener's errors, (b) is required in order to cause this Declaration to comply with applicable requirements of FHA, VA, FNMA, FHLMC, or any governmental or quasi-governmental agency or authority, or (c) are otherwise desirable in the sole discretion of Declarant. Following Turnover, the Declaration may be amended at any time, and from time to time, by (i) an instrument signed by the Owner(s) of at least a majority of the Lots or (ii) a certification by the President of the Association that the Owners of at least a majority of the Lots have voted in favor of the amendment at a duly called election; provided, however, any amendment made at a time when Declarant owns any Lots shall require the approval of the Declarant, which may be withheld in Declarant's sole and absolute discretion. Notwithstanding the foregoing, any amendment to the Declaration which alters any provision relating to the

Surface Water Management System beyond maintenance in its original condition must have the prior approval of the Water Management District, and must be submitted to the Water Management District for a determination whether the amendment necessitates a modification to the District Permit (with respect to which the Water Management District is to advise the permittee and the permittee shall act accordingly). Any such amendment, after approval by the Water Management District (if required), shall be recorded with the County Recorder and shall take effect immediately upon recordation regardless of the status of the then current term of the Declaration under Section 11.2 above. A properly executed and recorded amendment may alter the restrictions in whole or in part applicable to all or any portion of the Property and need not be uniform in application to the Property.

Section 11.4 Approval of Litigation. Except for any legal proceedings initiated by the Association to (i) enforce the terms of this Declaration; (ii) enforce the Association Rules; (iii) enforce the Architectural Committee Rules; (iv) collect any unpaid Assessments levied pursuant to this Declaration; or (v) enforce a contract entered into by the Association with vendors providing services to the Association, the Association shall not incur litigation expenses, including without limitation, attorneys' fees and costs, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, without the prior approval of a majority of the Members of the Association entitled to cast a vote who are voting in person or by proxy at a meeting duly called for such purpose, excluding the vote of any Owner who would be a defendant in such proceedings. The costs of any legal proceedings initiated by the Association which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by special Assessment and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations. Each Owner shall notify prospective Purchasers of such legal proceedings initiated by the Board and not included in the above exceptions and must provide such prospective Purchasers with a copy of the notice received from the Association in accordance with Section 12.4 of this Declaration. Nothing in this Section shall preclude the Board from incurring expenses for legal advice in the normal course of operating the Association to (i) enforce the Project Documents; (ii) comply with the statutes or regulations related to the operation of the Association; (iii) amend the Project Documents as provided in this Declaration; (iv) grant easements or convey Common Area as provided in this Declaration; (v) perform the obligations of the Association as provided in this Declaration; or (vi) defend (including but not limited to the filing of counterclaims and cross-claims in) any lawsuit filed against the Association. Subject to the exceptions in the first sentence of this Section, with respect to matters involving property or Improvements to property, the Association additionally shall not initiate legal proceedings or join as a plaintiff in legal proceedings unless (1) such property or Improvement is owned either by the Association or jointly by all Members of the Association, (2) the Association has the maintenance responsibility for such property or Improvements pursuant to this Declaration, or (3) the Owner who owns such property or Improvements consents in writing to the Association initiating or joining such legal proceeding.

ARTICLE XII
CLAIM AND DISPUTE RESOLUTION/LEGAL ACTIONS

Section 12.1 It is intended that the Common Area, each Lot, and all Improvements constructed on the Property by persons (for the purposes of this Section, "**Developers**") in the business of constructing improvements will be constructed in compliance with all applicable building codes and ordinances and that all Improvements will be of a quality that is consistent with good construction and development practices in the area where the Project is located for production housing similar to that constructed within the Project. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and the responsibility therefor. It is intended that all disputes and claims regarding alleged defects ("**Alleged Defects**") in any Improvements on any Lot or Common Area will be resolved amicably, without the necessity of time-consuming and costly litigation. Accordingly, all Developers (including Declarant), the Association, the Board, and all Owners shall be bound by the following claim resolution procedures.

Section 12.2 Right to Cure Alleged Defect. If a person or entity ("**Claimant**") claims, contends, or alleges an Alleged Defect, each Developer shall have the right to inspect, repair, and/or replace such Alleged Defect as set forth herein.

Section 12.2.1 Notice of Alleged Defect. If a Claimant discovers an Alleged Defect, within fifteen (15) days after discovery thereof, Claimant shall give written notice of the Alleged Defect ("**Notice of Alleged Defect**") to the Developer constructing the Improvement with respect to which the Alleged Defect relates.

Section 12.2.2 Right to Enter, Inspect, Repair, and/or Replace. Within a reasonable time after the receipt by a Developer of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by a Developer, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into the Common Area, areas of Association responsibility, any Lot or Residential Unit, and/or any Improvements for the purposes of inspecting and/or conducting testing and, if deemed necessary by Developer at its sole discretion, repairing and/or replacing such Alleged Defect. In conducting such inspection, testing, repairs, and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 12.3 No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Article shall be construed to impose any obligation on a Developer to inspect, test, repair, or replace any item or Alleged Defect for which such Developer is not otherwise obligated under applicable law or any warranty provided by such Developer in connection with the sale of the Lots and Residential Units and/or the Improvements constructed thereon. The right reserved to Developer to enter, inspect, test, repair and/or replace an Alleged Defect shall be irrevocable and may not be waived or otherwise terminated with regard to a Developer except by a written document executed by such Developer and recorded in the records of the County.

Section 12.4 Legal Actions. All legal actions initiated by a Claimant shall be brought in accordance with and subject to Section 11.3 and Section 12.5 of this Declaration. If a

Claimant initiates any legal action, cause of action, regulatory action, proceeding, reference, mediation, or arbitration against a Developer alleging (1) damages for costs of repairing Alleged Defect ("**Alleged Defect Costs**"), (2) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect, any judgment or award in connection therewith shall first be used to correct and or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Association as a Claimant recovers any funds from a Developer (or any other person or entity) to repair an Alleged Defect, any excess funds remaining after repair of such Alleged Defect shall be paid in to the Association's reserve fund. If the Association is a Claimant, the Association must provide a written notice to all Members prior to initiation of any legal action, regulatory action, cause of action, proceeding, reference, mediation or arbitration against a Developer(s) which notice shall include at a minimum (1) a description of the Alleged Defect; (2) a description of the attempts of the Developer(s) to correct such Alleged Defect and the opportunities provided to the Developer(s) to correct such Alleged Defect; (3) a certification from an architect or engineer licensed in the State of Florida that such Alleged Defect exists along with a description of the scope of work necessary to cure such Alleged Defect and a resume of such architect or engineer; (4) the estimated Alleged Defect Costs; (5) the name and professional background of the attorney retained by the Association to pursue the claim against the Developer(s) and a description of the relationship between such attorney and member(s) of the Board or the Association's management company (if any); (6) a description of the fee arrangement between such attorney and the Association; (7) the estimated attorneys' fees and expert fees and costs necessary to pursue the claim against the Developer(s) and the source of the funds which will be used to pay such fees and expenses; (8) the estimated time necessary to conclude the action against the Developer(s); and (9) an affirmative statement from a majority of the members of the Board that the action is in the best interests of the Association and its Members.

Section 12.5 Alternative Dispute Resolution. Any dispute or claim between or among (a) a Developer (or its brokers, agents, consultants, contractors, subcontractors, or employees) on the one hand, and any Owner(s) or the Association on the other hand; or (b) any Owner and another Owner; or (c) the Association and any Owner, regarding any controversy or claim between the parties, including any claim based on contract, tort, or statute, arising out of or relating to (i) the rights or duties of the parties under this Declaration; (ii) the design or construction of any portion of the Project; (iii) or an Alleged Defect, but excluding disputes relating to the payment of any type of Assessment (collectively a "**Dispute**"), shall be subject first to negotiation, then mediation, and then arbitration as set forth in this Section 12.5 prior to any party to the Dispute instituting litigation with regard to the Dispute under Section 12.7. In favor of the Final and Binding Arbitration procedures provided for herein, Claimants waive the right to trail by court proceedings including the right to a jury trial. Arbitration shall be compelled upon Developer's demand.

Section 12.5.1 Negotiation. Each party to a Dispute shall make every reasonable effort to meet in person and confer for the purpose of resolving a Dispute by good faith negotiation. Upon receipt of a written request from any party to the Dispute, the Board may appoint a representative to assist the parties in resolving the dispute by negotiation, if in its discretion the Board believes its efforts will be beneficial to the parties and to the welfare of the

Community. Each party to the Dispute shall bear their own attorneys' fees and costs in connection with such negotiation.

Section 12.5.2 Mediation. If the parties cannot resolve their Dispute pursuant to the procedures described in Section 12.5.1 above within such time period as may be agreed upon by such parties (the "**Termination of Negotiations**"), the party instituting the Dispute (the "**Disputing Party**") shall have thirty (30) days after the termination of negotiations within which to submit the Dispute to mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other independent entity providing similar services upon which the parties to the Dispute may mutually agree. No person shall serve as a mediator in any Dispute in which such person has a financial or personal interest in the result of the mediation, except by the written consent of all parties to the Dispute. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. If the Disputing Party does not submit the Dispute to mediation within thirty days after Termination of Negotiations, the Disputing Party shall be deemed to have waived any claims related to the Dispute and all other parties to the Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute; provided, nothing herein shall release or discharge such party or parties from any liability to persons or entities not a party to the foregoing proceedings.

Section 12.5.2.1 Position Memoranda; Pre-Mediation Conference. Within ten (10) days of the selection of the mediator, each party to the Dispute shall submit a brief memorandum setting forth its position with regard to the issues to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties to the Dispute shall attend unless otherwise agreed. The mediation shall commence within ten (10) days following submittal of the memoranda to the mediator and shall conclude within fifteen (15) days from the commencement of the mediation unless the parties to the Dispute mutually agree to extend the mediation period. The mediation shall be held in the County where the property is located or such other place as is mutually acceptable by the parties to the Dispute.

Section 12.5.2.2 Conduct of Mediation. The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties to the Dispute and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties to the Dispute agree to obtain and assume the expenses of obtaining such advice as provided in Section 12.5.2.5 below. The mediator does not have the authority to impose a settlement on any party to the Dispute.

Section 12.5.2.3 Exclusion Agreement. Any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

Section 12.5.2.4 Parties Permitted at Sessions. Persons other than the parties to the Dispute may attend mediation sessions only with the permission of all parties to the Dispute and the mediator. Confidential information disclosed to a mediator by the parties to

the Dispute or by witnesses in the course of the mediation shall be kept confidential. There shall be no stenographic, videographic, or audio record of the mediation process.

Section 12.5.2.5 Expenses of Mediation. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof of expert advice produced at the direct request of the mediator, shall be borne equally by the parties to the Dispute unless agreed to otherwise. Each party to the Dispute shall bear their own attorneys' fees and costs in connection with such mediation.

Section 12.5.3 Final and Binding Arbitration. If the parties cannot resolve their Dispute pursuant to the procedures described in Section 12.5.1 above, the Disputing Party shall have thirty (30) days following termination of mediation proceedings (as determined by the mediator) to submit the Dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified or as otherwise provided in this Section 12.5. If the Disputing Party does not submit the Dispute to arbitration within thirty days after termination of mediation proceedings, the Disputing Party shall be deemed to have waived any claims related to the Dispute and all other parties to the Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute; provided, nothing herein shall release or discharge such party or parties from any liability to a person or entity not a party to the foregoing proceedings.

The existing parties to the Dispute shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. No Developer shall be required to participate in the arbitration proceeding if all parties against whom a Developer would have necessary or permissive cross-claims or counterclaims are not or cannot be joined in the arbitration proceedings. Subject to the limitations imposed in this Section 12.5, the arbitrator shall have the authority to try all issues, whether of fact or law.

Section 12.5.3.1 Place. The arbitration proceedings shall be heard in the County where the Property is located.

Section 12.5.3.2 Arbitration. A single arbitrator shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the American Arbitration Association with experience in relevant matters which are the subject of the Dispute. The arbitrator shall not have any relationship to the parties or interest in the Project. The parties to the Dispute shall meet to select the arbitrator within ten (10) days after service of the initial complaint on all defendants named therein.

Section 12.5.3.3 Commencement and Timing of Proceeding. The arbitrator shall promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay.

Section 12.5.3.4 Pre-hearing Conferences. The arbitrator may require one or more pre-hearing conferences.

Section 12.5.3.5 Discovery. The parties to the Dispute shall be entitled to limited discovery only, consisting of the exchange between the parties of the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of the property subject to the Dispute, including but not limited to, destructive or invasive testing; and (vi) trial briefs. Developer shall also be entitled to conduct further tests and inspections as provided in Section 12.2 above. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the Dispute. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

Section 12.5.3.6 Limitation on Remedies/Prohibition on the Award of Punitive Damages. Notwithstanding contrary provisions of the Commercial Arbitration Rules, the arbitrator in any proceeding shall not have the power to award punitive or consequential damages; however, the arbitrator shall have the power to grant all other legal and equitable remedies and award compensatory damages. The arbitrator's award may be enforced as provided for in the Florida Arbitration Code, Chapter 682, Florida Statutes, or such similar law governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held.

Section 12.5.3.7 Motions. The arbitrator shall have the power to hear and dispose or motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summary issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

Section 12.5.3.8 Expenses of Arbitration. Each party to the Dispute shall bear all of its own costs incurred prior to and during the arbitration proceedings, including the fees and costs of its attorneys or other representatives, discovery costs, and expenses of witnesses produced by such party. Each party to the Dispute shall share equally all charges rendered by the arbitrator unless otherwise agreed to by the parties.

Section 12.6 Statute of Limitations. Nothing in this Article shall be considered to toll, stay, or extend any applicable statute of limitations.

Section 12.7 Enforcement of Resolution. If the parties to a Dispute resolve such Dispute through negotiation or mediation in accordance with Section 12.5.1 or Section 12.5.2 above, and any party thereafter fails to abide by the terms of such negotiation or mediation, or if an arbitration award is made in accordance with Section 12.5.3 and any party to the Dispute thereafter fails to comply with such resolution or award, then the other party to the Dispute may file suit or initiate litigation proceedings to enforce the terms of such negotiation, mediation, or award without the need to again comply with the procedures set forth in this Article. In such event, the party taking action to enforce the terms of the negotiation, mediation, or the award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties, pro rata), all costs incurred to enforce the terms of the negotiation, mediation or award including, without limitation, attorneys' and paralegals' fees and court costs.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Severability. Judicial invalidation of any part of this Declaration shall not affect the validity of any other provisions.

Section 13.2 Construction. The Article and Section headings have been inserted for convenience only and shall not be considered in resolving questions of interpretation or construction. All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other number, and any other gender, as the context or sense requires. In the event of any conflict or inconsistency between this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control over the provision of the Articles and the Bylaws and the provisions of the Articles shall prevail over the provisions of the Bylaws.

Section 13.3 Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally, via overnight courier delivery service or by mail, postage prepaid; if to an Owner, addressed to that Owner at the address of the Owner's Lot or if to the Architectural Committee, addressed to that Committee at the normal business address of the Association. If notice is sent by mail or overnight courier delivery service, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage pre-paid. If personally delivered, notice shall be effective on receipt. Notwithstanding the foregoing, if application for approval, plans, specifications and any other communication or documents shall not be deemed to have been submitted to the Architectural Committee, unless actually received by said Committee. Any vote, election, consent, or approval of any nature by the Owners or the Board, whether hereunder or for any other purpose, may, in the discretion of the Board and in lieu of a meeting of the Board or the Owners, as applicable, be held by a mail-in ballot process pursuant to such reasonable rules as the Board may specify.

Section 13.4 Tract Declaration. Any Owner of a Tract containing more than one Lot shall have the right to impose on any portion of the Tract owned by such Owner a Tract Declaration ("**Tract Declaration**") in such form as may be approved in writing by Declarant. A Tract Declaration may modify the provisions of Section 11.3 or Section 11.4 of this Declaration and, to the extent that any Tract Declaration is inconsistent with such provisions of this Declaration, the provisions of such Tract Declaration shall take priority over and control over such provisions of this Declaration. A Tract Declaration may also impose other covenants, conditions, restrictions, easements, or other matters to the extent not inconsistent with the provisions of this Declaration.

Section 13.5 Prices. Declarant shall have the right, from time to time, in its sole discretion, to establish and/or adjust sales prices or price levels for new Residential Units and/or Lots.

Section 13.6 Restriction of Traffic. Declarant reserves the right, so long as it owns any portion of the Property, to unilaterally restrict and/or re-route all pedestrian and vehicular traffic within the Property, in Declarant's sole discretion, to accommodate Declarant's construction

activities, and sales and marketing activities (as well as those of any Designated Builder approved by Declarant); provided that no Residential Unit shall be deprived of access to a dedicated street adjacent thereto.

Section 13.7 Communication. All communication from Owners to Declarant, its successors or assigns, the Board, or any officer of the Association shall be in writing in order to be deemed effective.

Section 13.8 Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best consummate the general plan of development for the Project.

Section 13.9 Declarant's Consent or Approval. Notwithstanding anything in this Declaration to the contrary, to the extent that any action hereunder requires Declarant's consent or approval, such consent or approval shall only be required so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, any action which is subject to Declarant's consent or approval shall no longer require such consent or approval. Notwithstanding the foregoing, if at any time Additional Property owned by Declarant is made subject to the provisions of this Declaration, the requirement for Declarant's consent or approval shall be reinstated.

Section 13.10 Laws of Florida. The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida and the municipality and County, as applicable, in which the Project is located.

Section 13.11 Other Rights. Declarant reserves all other rights, powers, and authority of Declarant set forth in this Declaration, and, to the extent not expressly prohibited by applicable Florida law, further reserves all other rights, powers, and authority, in Declarant's sole discretion, of a declarant under applicable Florida law.

Section 13.12 Governing Law. The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in the County.

Section 13.13 Individual Liability. The obligations of Declarant arising out of this Declaration or under any other instrument are corporate obligations and do not extend to the members, managers, employees, officers, directors, or shareholders of the Declarant. Such members, managers, employees, officers, directors, and shareholders shall have no individual liability in any action brought, or for any claim asserted by the Association, or by any Owner in connection with the construction, development, sale, maintenance, management, or operation of any Lot or other property or Improvements within the Community.

Section 13.14 Disclaimers and Releases. By acceptance of a deed to a Residential Unit, each Purchaser or Owner, for itself and all persons claiming under such Purchaser or Owner, shall conclusively be deemed to have acknowledged and agreed: (a) that Declarant specifically disclaims any and all representations and warranties, express and implied, with regard to any of the disclosed or described matters (other than to the extent expressly set forth in the foregoing disclosures); and (b) to fully and unconditionally release Declarant and the Association, and their respective directors, officers, managers, members, agents, employees, suppliers and contractors, and their successors and assigns, from any and all loss, damage or liability (including, but not limited to, any claim for nuisance or health hazards) related to or arising in connection with any disturbance, inconvenience, injury, or damage resulting from or pertaining to all and/or any one or more of the conditions, activities, occurrences described herein.

ARTICLE XIV
WATER MANAGEMENT DISTRICT REQUIREMENTS

Section 14.1 Purpose. The provisions of this Article XIV are included for purposes of complying with various requirements of the Water Management District. The provisions of this Article XIV are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Article XIV and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article XIV will prevail. Furthermore, if so required by the Water Management District, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 14.2 Surface Water Management System. If, as of the date of this Declaration, a Municipal Services Benefit Unit ("**MSBU**") has not been approved and established by the County for the maintenance, operation and repair of the Surface Water Management System the Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System. However, if and when such an MSBU is created, the County shall be responsible for the maintenance, operation, and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance, or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the Water Management District.

Section 14.3 Association Responsibility. Unless and until an MSBU is created for such purpose, the Association shall maintain all portions of the Surface Water Management System which have not been conveyed to the County, and the Association shall have the right (but not the obligation) to perform enhanced maintenance, if it so desires, of any portions of the Surface Water Management System which have been conveyed to the County. The Association shall exist in perpetuity; however, if the obligation for the maintenance, operation and repair of any portion of the Surface Water Management System is vested in the Association and the Association is subsequently dissolved without an MSBU being established for maintenance of such portions of the Surface Water Management System, the Association's property rights

comprising the Surface Water Management System will be conveyed to and maintained by an entity identified in sections 12.3.1(a) through (f) of the SFWMD ERP Applicant's Handbook Vol. I, who has the powers listed in sections 12.3.4(B)1. through 8. of the handbook, subject to the covenants and restrictions required in sections 12.3.4(c)1. through 9. of the handbook, and the ability to accept responsibility for the operation and maintenance of the system described in section 12.3.4(d)1. or d.2. of the handbook. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any affected governmental instrumentality or agency, including the Water Management District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to the Surface Water Management System as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 14.4 Maintenance and Ownership of the Surface Water Management System. The Surface Water Management System, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Areas of the Association and shall be owned and operated by the Association unless and until an MSBU has been created for such purpose, in which event such Surface Water Management System shall be owned and operated by County, through the MSBU. The applicable entity, either the Association (unless and until an MSBU is created) or the County (at such time as an MSBU is created), shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting assessments for the operation, maintenance, and if necessary, replacement of the system. In the event the Surface Water Management System is operated and maintained by the Association, the expenses therefor shall be included in the annual assessments set forth in Section 4.3. Additionally, to the extent that any Owner takes any action that requires the Association to repair or replace any portion of the Surface Water Management System, the cost of such repair or replacement actions shall be assessed by the Association against the Owner on whose behalf such actions are performed, but shall not be considered part of the annual maintenance assessment or charge. Any repair or reconstruction of the Surface Water Management System shall be as provided in the District Permit or, if modified, as approved, in writing, by the Water Management District. Notwithstanding the foregoing, 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 Water Management District. The Declarant may have constructed drainage swales or other stormwater control features upon some or all of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales or other stormwater control features on its Lot, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales and/or other stormwater control features to provide drainage, water storage, conveyance or other stormwater management capabilities as

permitted by the Association. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales and/or other stormwater control features is prohibited. No alteration of the drainage swales and/or other stormwater control features shall be authorized and any damage to any drainage swales and/or other stormwater control features, whether caused by natural or human-induced phenomena, shall be repaired and such drainage swales and/or other stormwater control features returned to their former condition as soon as possible by the Owner(s) of the Lot(s) upon which such drainage swales and/or other stormwater control features are located.

Section 14.5 Declarant Rights. Declarant shall have the right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all other area and apparatus comprising the Surface Water Management System. Except with Declarant's prior written consent, which consent may be withheld for any reason deemed sufficient by Declarant, and subject to the further provisions below in this paragraph, no person, including the Association, may pump or otherwise remove water from any lake or pond now or hereafter existing within or near the Community for the purpose of irrigation or otherwise make use of such water. Nothing set forth in this Section shall be construed to abrogate the responsibility of the Association to operate and maintain the Surface Water Management System in compliance with all applicable regulations of the County, the Water Management District, and other governmental authorities, nor shall the exercise of Declarant's rights under this Section materially impede the fulfillment of such responsibility. No person shall, without the written approval of Declarant, swim or consume fish caught within any of the lakes or ponds within the Community; discharge any liquid or material, other than natural drainage, into any portion of the Surface Water Management System, or alter, obstruct, or interfere with any portion of the Surface Water Management System.

Section 14.6 Surface Water Management Permit. The registered agent for the Association shall maintain copies of the District Permit and all other Stormwater Management System permitting documents for the benefit of the Association.

Section 14.7 Water Management District. The Water Management District requires the following provisions:

(A) No person may perform any work, construction, maintenance, clearing, filling, or any other type of activities within the wetland buffers unless prior approval is received from the Water Management District.

(B) Each Owner at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Water Management District.

(C) No owner of property within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands or wetland buffers described in the District Permit and the Plat, unless prior approval is received by the Water Management District.

ARTICLE XV
SPECIAL PROVISIONS

By acceptance of a deed to a Residential Unit, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

Section 15.1 Disclosure of Agricultural Operations Near Project. (a) The Project is located in the vicinity of agricultural properties; (b) Lots within the Project may be subject to odors, fumes, smells and physically airborne particulates caused by the operation and maintenance of neighboring agricultural properties; and (c) pesticides, insecticides and fertilizers may drift over and disperse upon portions of the Project from time to time as a result of crop dusting and other similar activities on neighboring agricultural properties involving the application of such substances.

Section 15.2 Agricultural Overspray Easement. All portions of the Project shall be subject to an agricultural overspray easement for the benefit of agricultural properties within the vicinity of the Project. Each Owner, by accepting a deed to a Lot within the Project, hereby acknowledges that it accepts such Lot subject to such overspray easement pursuant to which, as a result of crop dusting and other similar activities on agricultural lands within the vicinity of the Project, pesticides, insecticides and fertilizers may drift over and disperse upon portions of the Project from time to time.

Section 15.3 Water Body Restrictions. The following restrictions shall be applicable to any pond, lake, wetland or other water body owned or maintained by the Association ("**Water Body**"):

(A) There shall be no swimming in the Water Body except in the case of an emergency or as may be provided by the Association Rules.

(B) Unless otherwise approved in writing by the Board, only boats and watercraft operated by the Association for maintenance, safety or other community purposes or by Declarant shall be allowed in the Water Body.

(C) The Association and Declarant shall have authority to restrict the usage of all or any portion of the Water Body by any persons, including an Owner or occupant, or their family, guests or invitees due to negligence or violation of any of the Association Rules or any other safety regulations, as well as for reasons set forth elsewhere in this Declaration. Any person whose use of the Water Body is restricted by Declarant may request review of such restriction by the Board, the decision of which shall be binding.

(D) If forces of nature or governmental restrictions prohibit or otherwise render maintenance of the Water Body in the size, level or formation as originally shown on any Plat for the Property not possible or unreasonable for environmental or other reasons, neither Declarant nor the Association shall be obligated to maintain the Water Body in the size, level or formation as originally shown on any Plat.

(E) It is possible that effluent water, reclaimed water, or so called "gray water" may be used to fill Water Bodies and to maintain certain landscaping in the Common Areas. Owners acknowledge that the cost of such water may fluctuate and shall be a Common Expense.

Section 15.4 Additional Disclosures And Disclaimers Regarding Water Bodies and Common Turf Areas.

(A) Portions of the Property are located adjacent to or nearby Water Bodies, and adjacent Common Areas ("**Water Bodies/Turf Areas**"). In connection therewith: (a) the water facilities, hazards, other installations located on the Water Bodies/Turf Areas may be an attractive nuisance; (b) operation, maintenance, and use, of the Water Bodies/Turf Areas may result in a certain loss of privacy, and will entail various operations and applications, including (but not necessarily limited to) all or any one or more of the following: (1) the right of the Association, and its employees, agents, suppliers, and contractors, to (i) enter upon and travel over the Property to and from and between any one or more of the Property entry areas, and portions of the Water Bodies/Turf Areas, and (ii) enter upon the Property to maintain, repair, and replace, water and irrigation lines and pipes used in connection with Water Bodies/Turf Areas landscaping; (2) operation and use of noisy electric, gasoline, and other power driven vehicles and equipment, on various days of the week, including weekends, and during various times of the day, including, without limitation, early morning and late evening hours; (3) operation of sprinkler and other irrigation systems during the day and night; (4) storage, transportation, and application of insecticides, pesticides, herbicides, fertilizers, and other supplies and chemical substances (all, collectively, "**chemical substances**"); (5) parking and/or storage of Vehicles, equipment, chemical substances, and other items; (6) irrigation of the Water Bodies/Turf Areas, and supply of water facilities thereon, with recycled or effluent water; (7) "overspray" of recycled or effluent water and chemicals onto the Property; and/or (8) recreational users from time to time may shout and use language (or bodily motions or gestures), which may be distinctly audible (or visible) to persons in the Property, and which language (or bodily motions or gestures) may be profane or otherwise offensive in tone and content; (c) play on the Water Bodies/Turf Areas may be allowed during all daylight and/or evening hours, up to and including seven days a week; (d) play on the Water Bodies/Turf Areas may result in damage to the Property, including, without limitation, damage to windows, doors, stucco, roof tiles, sky lights, and other areas of the Residential Unit and other portions of the Property, and damage to real and personal property of Owner or others, whether outdoors or within a residence or other building, and injury to person; and (e) although fencing and other features may (but need not necessarily) be incorporated into the Residential Unit or other portions of the Property in an effort to decrease the hazards associated with such play, the Owner acknowledges that such fencing and other features may protect against some, but certainly not all, damage which may occur.

(B) The Water Bodies/Turf Areas also may include one or more separate large maintenance and/or warehouse-type building(s), storage area(s) for Vehicles, equipment, and chemical substances (as defined above), fuel storage and above-ground fuel island(s), and related facilities (all, collectively, "**Maintenance Facility**"), constructed and/or operated by the Association or owner(s) or operator(s) of the Maintenance Facility, at a location on or adjacent to the Property. The location of the Maintenance Facility will require frequent and recurring travel by Maintenance Facility and other Water Bodies/Turf Areas personnel, and Vehicles (and travel

by and transportation of other personnel, equipment, chemicals, fuel, and other items) over Common Areas of the Property to and from the Maintenance Facility and other portions of the Water Bodies/Turf Areas and Property entry areas. In connection with the Maintenance Facility: (a) the facilities and related items located on the Maintenance Facility may be an attractive nuisance; (b) operation, maintenance, and use, of the Maintenance Facility may result in a certain loss of privacy, and will entail various operations and applications, including (but not necessarily limited to) all or any one or more of the following: (1) the right of owner(s) and operator(s) of the Maintenance Facility, and their employees, agents, suppliers, and contractors, to enter upon and travel over the Property to and from and between any one or more of the Property entry areas, the Maintenance Facility, and other portions of the Property; (2) operation, maintenance, and repair of noisy electric, gasoline, and other power driven Vehicles and equipment, on various days of the week, including weekends, and during various times of the day, including, without limitation, early morning and late evening hours; (3) storage, transportation, and application, of chemical substances; (4) parking and/or storage of Vehicles, equipment, chemical substances, fuel, and other items; and (5) fueling and related operations; and (c) although walls, fencing, and other features may be incorporated into the Maintenance Facility, the Owner acknowledges that such walls, fencing, and other features will certainly not eliminate all sight, noise, or other conditions, on or emanating from the Maintenance Facility.

(C) All and any one or more of the matters described above may cause inconvenience and disturbance to the Owner, and other occupants of and visitors to the Residential Unit and/or Common Areas, and possible injury to person and damage to property, and the Owner has carefully considered the foregoing matters, and the location of the Property (including the Common Areas and the Residential Unit) and their proximity to the Water Bodies/Turf Areas and to the Maintenance Facility, before making the decision to purchase a Residential Unit in the Property.

Section 15.5 Easements for Water Body Maintenance and Flood Water. Declarant reserves for itself, the Association, and their successors, assigns and designees, the nonexclusive right and easement, but not the obligation, to enter upon any Water Body located within the Common Areas to: (a) install, operate, maintain and replace pumps to supply irrigation water to the Common Areas; (b) construct, maintain, and repair structures and equipment used for retaining water; (c) maintain such areas in a manner consistent with the Association Rules; and (d) replace, remove and/or fill in the Water Bodies if and to the extent permitted by applicable governmental authorities. Declarant, the Association, and their successors, assigns, and designees shall have an access easement over and across any of the Property abutting or containing Water Bodies to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, and their successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Areas and Lots (but not the Residential Units thereon) adjacent to or within 100 feet of Water Bodies constituting a part of the Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) alter in any manner and generally maintain the Water Bodies and other bodies of water within the Common Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the

intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

Section 15.6 Electrical Power Systems; EMF. A major electrical power substation may be located adjacent to or nearby the Property, and there may presently be and may in the future be additional major electrical power system components (including, but not necessarily limited to, other electrical power substations or facilities, high voltage transmission or distribution lines, transformers, and other items) from time to time located within or nearby the Property, which generate certain electric and magnetic fields ("**EMF**") around them.

Section 15.7 Airplane Traffic. The Property is or may be located within or nearby certain airplane flight patterns or clear zones, and/or subject to significant levels of airplane traffic and noise.

Section 15.8 Freeway/Roadways. The Property is or may be located adjacent to or near expressways and/or arterial or major roadways, and subject to levels of traffic thereon and noise, dust, and other nuisance from such roadways and Vehicles travelling thereon. Also, each Residential Unit is located in proximity to streets and other Residential Units within the Property, and subject to substantial levels of sound and noise.

Section 15.9 Commercial Site. The Property is located adjacent to or near a designated commercial site, and subject to substantial levels of sound, noise, and other nuisances, from such commercial site, and any commercial buildings or facilities developed thereon.

Section 15.10 Water Channel. There are presently and may in the future be a water reservoir site and/or other water retention facilities located nearby or adjacent to, or within the Property, and the Property is located adjacent to or nearby major water and drainage channels, major washes, and a major water detention basin (all of the foregoing, collectively, "**Channel**"), the ownership, use, regulation, operation, maintenance, improvement and repair of which are not within Declarant's control, and over which Declarant has no jurisdiction or authority, and, in connection therewith: (1) the Channel may be an attractive nuisance; (2) maintenance and use of the Channel may involve various operations and applications, including (but not necessarily limited to) noisy electric, gasoline or other power driven Vehicles and/or equipment used by Channel maintenance and repair personnel during various times of the day, including, without limitation, early morning and/or late evening hours; and (3) the possibility of damage to improvements and property on the Property, particularly in the event of overflow of water or other substances from or related to the Channel, as the result of non-function, malfunction, or overtaxing of the Channel or any other reason; and (4) any or all of the foregoing may cause inconvenience and disturbance to Owner and other persons in or near a Residential Unit and/or Common Area, and possible injury to person and/or damage to property.

Section 15.11 Future Development. Declarant presently plans to develop only those Lots which have already been released for construction and sale, and Declarant has no obligation with respect to future phases, plans, zoning, or development of other real property contiguous to or nearby the Lots presently planned for development. The Owner of a Residential Unit may have seen proposed or contemplated residential and other developments which may have been

illustrated in the plot plan or other sales literature in or from Declarant's sales office, and/or may have been advised of the same in discussions with sales personnel; however, notwithstanding such plot plans, sales literature, or discussions or representations by sales personnel or otherwise, Declarant is under no obligation to construct such future or planned developments or units, and the same may not be built in the event that Declarant, for any reason whatsoever, decides not to build same. An Owner is not entitled to rely upon, and in fact has not relied upon, the presumption or belief that the same will be built; and no sales personnel or any other person in any way associated with Declarant has any authority to make any statement contrary to the foregoing provisions.

Section 15.12 Wild Animals. The Property is located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto the Property, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Lot. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Property. Conduct that may attract wild creatures onto the Property, and that may be restricted or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild creatures, or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators or freezers in garages or on porches or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) leaving birdfeeders out overnight; (iv) keeping bees; (v) not keeping garage doors closed in accordance with Section 5.13 hereof; and (vi) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate Association Rules which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto the Property. For purposes of illustration and not limitation of the foregoing sentence, the Board may promulgate Association Rules mandating that Owners acquire, at their sole cost and expense, and use so called "**Bear Resistant Trash Containers**" for the disposition of food waste. Any such Bear Resistant Trash Containers shall be a type or types that are acceptable to the Association and that are capable of pick-up by any trash hauler(s) servicing the Project.

Section 15.13 Municipal Services Benefit Unit. If, as of the date of this Declaration, a MSBU has not been approved and established by the County for the maintenance, operation and repair of street lights and/or other subdivision infrastructure improvements for the Property, the Association shall be responsible for such functions. However, one or more MSBUs may subsequently be created for such purposes, and in such event, the County shall be responsible for the maintenance, operation and repair of such improvements subject to the MSBU, but each Owner, by acceptance of a deed with respect to such Owner's Lot, consents to the formation and operation of any such MSBUs. The Association shall exist in perpetuity; however, if the obligation for the maintenance, operation and repair of such improvements is vested in the Association and the Association is subsequently dissolved, and an MSBU has not been established, the Association's property rights with respect to the Common Areas will be conveyed to an appropriate agency of local government. If this is not accepted, then such Common Areas will be dedicated to a similar non-profit corporation; provided, however if no

other not-for-profit corporation or agency will accept such property, then any affected governmental instrumentality or agency, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such portions of the Common Area as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 15.14 Sporting Clay/Gun Range. The Property or portions thereof are or may be nearby a sporting clay and/or gun range.

ARTICLE XVI
RIGHTS OF DECLARANT

Section 16.1 The Association. So long as the Declarant owns any Lot or Tract within the Community, The Association shall not, without the written consent of the Declarant or its successor or assigns, which may be withheld in Declarant's sole discretion, take any of the following actions:

(A) Prohibit or restrict in any manner the sales, marketing, and leasing activities and programs of Declarant or a Designated Builder.

(B) Decrease the level of maintenance services performed by the Association pursuant to this Declaration.

(C) Impose any Special Assessment, Individual Assessment, or Fine against Declarant or its property.

(D) Impair or interfere with the operation of the Architectural Committee or the exercise of its powers.

(E) Amend this Declaration, the Articles of Incorporation, or the Bylaws.

(F) Terminate or cancel any contracts of the Association entered into prior to the Turnover.

(G) Terminate or waive any rights of the Association under this Declaration.

(H) Convey, lease, or encumber any portion of, or interest in, the Common Areas.

(I) Terminate or cancel any easements granted hereunder or by the Association.

(J) Terminate or impair in any fashion any easements, powers, or rights of Declarant hereunder.

(K) Restrict the right of Declarant to use, access, and enjoy any property within the Community.

(L) Take any other action impairing, in Declarant's sole discretion, the quality of the Community or the health, safety, or welfare of the Owners.

Section 16.2 Common Areas. Declarant shall have the right in its sole discretion to permit the use of any portion of the Common Areas by the general public or by such Persons as Declarant may designate.

Section 16.3 Development. At the time of recording of this Declaration, the development and construction of the Lots and Improvements in the Community have not been completed. Declarant reserves all rights and easements necessary or desirable with respect to the Community to complete such development and construction and to effect the sale or lease of all the Lots and construction of dwellings thereon. Inasmuch as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Community and the Owners, no Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Declarant or a Designated Builder. Without limiting the foregoing, nothing in this Declaration, the Articles of Incorporation, or the Bylaws shall be construed to:

(A) Prevent Declarant from taking whatever steps it determines to be necessary or desirable to effect the completion of the development of the Community, including, without limitation, the alteration of construction plans and designs as Declarant deems advisable in the course of such development (all models, sketches, and artists' representations showing plans for future development of the Community being subject to modification by Developer at any time and from time to time without notice; or

(B) Prevent Declarant or any person authorized by Declarant from erecting, constructing, and maintaining within the Community such structures as may be reasonably necessary for the development of the Community, the construction of Improvements therein, and the sale and leasing of the Lots.

Notwithstanding any provision to the contrary, Declarant and any person authorized by Declarant shall have the express right to construction, maintain, and carry on such offices, structures, facilities, and activities within the Community as, in the sole opinion of Declarant, may be reasonable necessary, convenient, or appropriate to the construction of Improvements or sale or leasing of Lots, including but not limited to, administrative offices, field construction offices, construction storage facilities, parking facilities, signs , model homes, and sales offices. The right to construction, maintain, and carry on such facilities, and activities shall specifically

include the right to use any property owned by Declarant or the Association as administrative offices, sales offices, and models.

Section 16.4 Association Control. Declarant hereby reserves the right to appoint, remove, and replace from time to time the directors of the Association in accordance with the provisions of the Articles of Incorporation and Bylaws. Declarant may terminate such right by relinquishing control of the election of directors to the Owners at any time.

Section 16.5 GORDY CREEK Name. No Person shall use the term "GORDY CREEK" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term "GORDY CREEK" in printed or promotional matter where such term is used solely to specify that the Owner's Parcel is located within the Community, and the Association shall be entitled to use the term "GORDY CREEK" in its name.

Section 16.6 Exercise of Rights. The rights of Declarant enumerated in this Article XVI or elsewhere in this Declaration are for the benefit of Declarant and may be exercised, enforced, waived, released, or assigned, in whole or in part, in Declarant's sole discretion. No person shall have any cause of action against Declarant on account of its exercise, enforcement, waiver, release or assignment, in whole or in part, of any such rights or on account of its failure to exercise or enforce any of such rights. Such rights may be enforced by Declarant by suit for money damages, injunctive relief, or other relief allowed by law. In any such suit in which Declarant is the prevailing party, Declarant shall be entitled to recover its costs and attorney's fees.

ARTICLE XVII
WARRANTIES

Except as Declarant may otherwise expressly provide by written contract, **THE CONSTRUCTION, DEVELOPMENT AND SALE BY DECLARANT OR ANY PARCEL OR OTHER PROPERTY OR IMPROVEMENTS IN THE COMMUNITY ARE WITHOUT WARRANTY, AND NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE COMMUNITY OR IMPROVEMENTS CONSTRUED BY DECLARANT THEREON OR IN CONNECTION THEREWITH SHALL BE IMPLIED. EXCEPT AS DECLARANT MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY AND CONFORMITY OF ANY IMPROVEMENTS WITH PLANS AND SPECIFICATIONS FILED WITH ANY GOVERNMENTAL AUTHORITY. DECLARANT MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OR LEVELS OF RADON, RADON PROGENY, OR ANY POLLUTANT WITHIN THE COMMUNITY OR WITH RESPECT TO ANY PROPERTY OR IMPROVEMENTS CREATED FOR, CONVEYED TO, DEDICATED TO, OR MADE AVAILABLE FOR THE USE OF THE ASSOCIATION PURSUANT TO THIS DECLARATION OR OTHER INSTRUMENT. DECLARANT, THE ASSOCIATION SHALL NOT IN ANY**

MANNER BE CONSIDERED INSURERS OR GUARANTORS OF ANY PERSON'S

SAFETY WITHIN THE COMMUNITY, NOR SHALL DECLARANT, OR THE ASSOCIATION HAVE ANY LIABILITY TO ANY PERSON FOR INJURY OR LOSS RESULTING FROM THE PRESENCE OR ACTIONS OF POISONOUS SNAKES, ALLIGATORS, OR WILDLIFE, RESULTING THE PRESENCE OR MAINTENANCE OF STORMWATER RETENTION PONDS, WETLAND AREAS, OR ROADWAYS WITHIN THE COMMUNITY, OR RESULTING FROM VEHICULAR TRAFFIC ON ROADWAYS WITHIN OR ADJOINING THE COMMUNITY.

ARTICLE XVIII
TOWNHOME PROVISIONS

Section 18.1 Townhomes. Declarant anticipates developing certain Residential Units on the Lots within the Property as Single Family Residence townhomes (hereafter a "**Townhome**" and collectively referred to as "**Townhomes**"). Notwithstanding any provisions to the contrary contained herein, the following provisions in this Article XVIII shall apply to Townhomes.

Section 18.2 Townhome Easements.

Section 18.2.1 Easements for Townhome Owners. Declarant hereby grants a perpetual easement to all Owners of Townhomes for driveway and vehicular access across driveways located on the Common Area where such Townhomes may be accessed. Declarant also grants a perpetual easement over the Common Area to all Owners of Townhomes for any air conditioning pads and air conditioning equipment located thereon and adjacent to the end Residential Units of any Townhome building. Any utility or service provided requiring access to such air conditioning pads or air conditioning equipment shall likewise have the right of ingress and egress over such portions of the Common Areas as may be needed to service, repair or replace such air conditioning equipment.

Section 18.2.2 Utility Easements for Townhomes. Declarant hereby also grants a perpetual utility easement on the exterior walls of end units of Townhome buildings, and under the Townhomes for the use and benefit of the Townhome Owners owning Townhomes within such Townhome building. It is expressly understood that the construction of Townhomes shall occur over the underground easements. These easements are for ingress, egress, installation, replacement, repair, and maintenance of utility meters and lines for electricity, air conditioning refrigerant, telephone, cable TV, and other telecommunication services. It shall be expressly permissible for Declarant or the providing utility or service company to inspect, monitor, read meters and install and maintain facilities and equipment on the ends of units of Townhome buildings and under Townhomes, and to insert and maintain wires and lines within conduits under such Townhomes; provided that such utility company restores any disturbed area substantially to the condition existing prior to such activity. Unless maintenance, repairs, or replacement of underground utility lines are required, and such service cannot be accomplished from the exterior of the Townhome building by removing such lines from their respective conduits, then it shall be permissible for such utility or service provider to excavate such lines and to perform any necessary maintenance, repairs or replacements; provided that such company restores any disturbed area substantially to the condition existing prior to its activities. The

Owner of the Townhome floor surface shall have complete surface rights unless such maintenance, repairs, or replacements from the surface of such Townhome floor are necessary.

Section 18.3 Townhome Owner's Maintenance Responsibility.

Section 18.3.1 Maintenance of the Exterior of the Townhome. Each Townhome Owner shall maintain his Townhome, including all boundary walls and fences, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Notwithstanding the foregoing, the Association may, by special Assessment, conduct normal and routine pressure cleaning and (where applicable) painting of the Boundary Walls, Declarant-installed fences, and Shared Roofing (defined below) of a Townhome. The Board of Directors shall determine the need for such cleaning and painting from time to time. Additionally, the Association may conduct normal and routine maintenance of the landscaping and sod for each Townhome Lot, as determined by the Board of Directors. All costs reasonably related to said landscaping and sod maintenance shall be borne by the Association as an operating expense subject to the Association's right to levy Assessments as set forth in the Declaration.

Section 18.3.2 Common Walls. Each Townhome building contains residential Townhomes with common walls between each Townhome that adjoins another Townhome ("**Common Walls**"). The center line of a Common Wall is the common boundary of the adjoining Townhome. The cost of maintaining each side of a Common Wall shall be borne by the Owner using said side, except as otherwise provided herein. Each adjoining owner of a Common Wall, and his/her heirs, successors, and assigns shall have the right to use same jointly with the other party to said Common Wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said Common Wall.

Section 18.3.3 Shared Roofing. The entire roof of the Townhome building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, fascia, soffit, and roof drainage fixtures, shall be collectively referred to as "**Shared Roofing**". The Shared Roofing shall not be considered as Common Area. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the Shared Roofing shall share the cost of reasonable repair and maintenance of such Shared Roofing equally. If any portion of the Shared Roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has use of the Shared Roofing may restore it. If other Owners also have use of the Shared Roofing, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

Section 18.3.4 Maintenance and Inspection Fire Protection Equipment. Certain Townhome buildings, including, without limitation, Lots 7-22, 39-54, 61-66, 73-80, 101-116, 137-and 152, may contain fire protection equipment located on the interior or exterior of the Townhome ("Fire Protection Equipment"). Each Owner whose Townhome Lot contains Fire Protection Equipment shall, at its sole cost and expense, maintain all such Fire Protection Equipment in good condition and repair and in accordance with applicable governmental ordinances. In addition, each Owner shall, at its sole cost and expense, cause the Fire Protection Equipment to be inspected by a licensed, authorized inspection company, on an annual basis or as otherwise required by applicable governmental ordinances.

Section 18.3.5 Damage. If a Townhome is damaged solely by the negligent or willful misconduct of a Townhome Owner, any expense to repair or reconstruct the Townhome shall be borne solely by such wrongdoer. If a Townhome is damaged through an act of nature or suffers some other casualty loss, the affected Owner shall promptly have his Townhome repaired and rebuilt substantially in accordance with the original architectural plans and specifications of the Townhome building, subject to the consent of the Architectural Review Committee, or the Declarant for New Construction. If the Owner refuses or fails to pay the cost of such repair or reconstruction, or if insurance proceeds are insufficient to repair or rebuild the affected Townhome(s) the Association shall have the right to specially assess all Members of the Association for the costs of such repair and re-construction, and the Association shall thereafter have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building. If the Members are specially assessed in accordance herewith, the Association shall have the right to lien the repaired or reconstructed Townhome for a reimbursement of all expenditures of the Association in connection with the repair or reconstruction, including without limitation all repair or reconstruction costs, interest, costs, professional fees. Upon payment and satisfaction of such a lien, the reimbursement of such costs and fees shall be added to the funds of the Association. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with Article IV above.

Section 18.3.6 Refuse. In addition to the provisions set forth in Section 5.19 above, all refuse containers for Townhomes shall be stored in an enclosed garage so as to not be Visible from Neighboring Property, except to make the same available for collection and then for the shortest time reasonably necessary to effect such collection.

Section 18.3.7 Basketball Goals and Backboards. In addition to the provisions set forth in Section 5.28 above, all basketball backboards and hoops for Townhomes shall be mobile structures which must be stored within an enclosed garage when not in use.

Section 18.3.8 Playground Equipment. In addition to the provisions set forth in Section 5.29 above, all jungle gyms, swing sets, or similar playground equipment for Townhomes shall be mobile structures which must be stored within an enclosed garage when not in use.

Section 18.3.9 Modifications. No Townhome Owner shall paint, refurbish, or modify the exterior surfaces of his Townhome without the prior written consent of

the Architectural Review Committee. With the exception of any Declarant-installed fences, no additional fences of any kind or other accessory structures may be constructed or permitted to remain on any Townhome Lot. With the exception of any widening, expansion, or extension performed by Declarant, no driveway within any Townhome Lot may be widened, expanded, or extended. While normal cleaning, repainting and refinishing of the exterior surfaces shall be done uniformly at the same time for all Townhomes by the Association and as a common expense, a Townhome Owner may perform such cleaning, repainting or refinishing at his own expense with the prior written consent of the Architectural Review Committee.

Section 18.3.10 Failure to Maintain. In the event an Owner shall fail to maintain correct drainage and/or to maintain the premises and the improvements thereon as provided herein, the Association, after notice to the Owner, shall have the right to enter upon any Residential Unit to correct drainage and to repair, maintain and restore the exterior of the Townhome and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an individual lot Assessment against such Townhome. Except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

Section 18.3.11 Homeowner's Insurance. Each Owner of a Townhome shall maintain physical damage insurance for his or her Townhome in an amount equal to the replacement value of the Townhome. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as an individual lot Assessment against such Townhome.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

Signed, sealed and delivered
in the presence of

WITNESSES:

_____
Name:_____

_____
Name:_____

GORDY CREEK, LLC
a Florida corporation

By:_____
Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by way of ☐ personal presence or ☐ online notarization this day of ___, 2023_____, by _____, as _____ of **GORDY CREEK, LLC** a Florida corporation, on behalf of the corporation, and who is ☐ personally known to me or ☐ has produced a _____driver's license as identification.

(NOTARY SEAL)

_____
Notary Signature

_____
Printed Notary Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION:

EXHIBIT “B”

ARTICLES OF INCORPORATION OF ASSOCIATION

(See attached)

EXHIBIT “C”

BYLAWS OF ASSOCIATION

(See Attached)