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**COMMUNITY DECLARATION
FOR
LAKES AT BELLA LAGO**

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Exhibits:

- Exhibit 1 – Legal Description
- Exhibit 2 – Articles of Incorporation
- Exhibit 3 – Bylaws
- Exhibit 4 – Permit

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**COMMUNITY DECLARATION
FOR
LAKES AT BELLA LAGO**

THIS COMMUNITY DECLARATION FOR LAKES AT BELLA LAGO (this "**Declaration**") is made this 25 day of May, 2023, by MATTAMY JACKSONVILLE LLC, a Delaware limited liability company (the "**Declarant**"), joined by MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("**Meritage**"), and joined by LAKES AT BELLA LAGO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

- A. The Declarant and Meritage are the record title owners of the real property located in Clay County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**LAKES AT BELLA LAGO**").
- B. The Declarant and Meritage hereby desire to subject LAKES AT BELLA LAGO to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising LAKES AT BELLA LAGO, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant and Meritage hereby declare that every portion of LAKES AT BELLA LAGO is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.
2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for LAKES AT BELLA LAGO established pursuant to Section 19.1 hereof.

"**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean LAKES AT BELLA LAGO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

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

"**Builder**" means any person or entity other than the Declarant who is approved by the Declarant in writing as a Builder. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. Meritage Homes of Florida, Inc., a Florida corporation ("**Meritage**"), is hereby approved by the Declarant as a "Builder."

"**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

LAKES AT BELLA LAGO
Declaration

“City” shall mean the City of Green Cove Springs, Clay County, Florida.

“Common Areas” shall mean any and all real property interests and personalty within LAKES AT BELLA LAGO designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein), by this Declaration or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners. The Common Areas may include, without limitation, the Mail Delivery Center(s) (as defined herein), Perimeter Walls/Fences (as defined herein), Retaining Walls (as defined herein) maintained by the Association, entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, irrigation facilities for the Common Areas, certain sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE TYPICALLY CONSIDERED “COMMON AREA” OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE CDD FACILITIES. THE CDD FACILITIES SHALL NOT INCLUDE COMMON AREAS.

“Community Completion Date” shall mean the date upon which all Homes in LAKES AT BELLA LAGO, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners.

“Community Standards” shall mean such architectural and design standards, if any, established by the Declarant or the Board pursuant to Section 19.5 hereof.

“Contractors” shall have the meaning set forth in Section 19.12.2 hereof.

“County” shall mean Clay County, Florida.

“Declarant” shall mean MATTAMY JACKSONVILLE LLC, a Delaware limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. Except as otherwise provided in the instrument of assignment, in the event of a partial assignment of some, but not all, of the Declarant’s rights and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee.

“Declaration” shall mean this COMMUNITY DECLARATION FOR LAKES AT BELLA LAGO, together with all amendments, supplements, and modifications thereof.

“District” or **“CDD”** shall mean the LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, together with any additional community development districts (as defined in Chapter 190, Florida Statutes) or special districts (as defined in Chapter 189, Florida Statutes) that may service LAKES AT BELLA LAGO or any portion thereof.

“District Debt Service Assessments” shall have the meaning set forth in Section 16.2 hereof.