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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
COOPERS MEADOW**

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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
COOPERS MEADOW**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COOPERS MEADOW (“**Declaration**”) is made this 20th day of August, 2024, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, and is joined in by COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (“**Association**”).

WHEREAS, Declarant (as hereinafter defined) desires to develop a planned residential community to be known as “Coopers Meadow” (as hereinafter defined) on certain real property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Property**”);

WHEREAS, in order to develop and maintain the Property as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I  
DEFINITIONS**

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. “ACTIVITY” or “ACTIVITIES” shall mean all activities (including, without limitation, walking, jogging, running, hiking), events, services and/or use of amenities, other Common Areas, equipment or facilities furnished, provided, and/or made available by the Declarant, the Association, and/or any management company then engaged by the Association and all transportation to such activities and events, both on and off the premises owned, operated, managed, or otherwise maintained by Declarant, the Association, and/or any management company then engaged by the Association.

Section 2. "ADDITIONAL PLAT" shall mean the plat of any portion of the Property which is not included in the Plat, if any, and the plat of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County. "Additional Plat" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

Section 3. "ADDITIONAL PROPERTY" shall mean any real property (other than the Property described in the Declaration as initially recorded) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also include the Additional Property.

Section 4. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered and each of which shall be properly adopted pursuant to the terms of the Community Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity and such amendments to the extent not properly or otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 5. "ARCHITECTURAL REVIEW COMMITTEE" or "COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 6. "ARTICLES" shall mean the Articles of Incorporation of Coopers Meadow Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 7. "ASSESSMENT" shall mean assessments for which all Owners are obligated to pay to the Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in Article VII hereof), any and all other assessments which are levied by the Association in accordance with the Community Documents.

Section 8. "ASSOCIATION" shall mean and refer to COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and certain architectural control of the Community as provided in this Declaration.

Section 9. "BOARD" shall mean the board of directors or other legally recognized governing body of the Association.

Section 10. "BUILDER" shall mean any entity(ies) Declarant may designate as a Builder, which are in the business of building Homes for sale to the public. Declarant shall have the right to assign, in whole or in part, any of its rights and/or responsibilities hereunder to a Builder(s).

Section 11. "BUILDER LOT" shall mean a Lot owned by a Builder.

Section 12. "BYLAWS" shall mean the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 13. "CITY" shall mean City of Jacksonville, Florida.

Section 14. "COMMON AREA" shall mean such portions of the Property (A) which are not included in any Lot, except those areas dedicated to the public by the Plat, and (B) which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat together with landscaping, personal property and any other Improvements thereon. Common Areas shall include, without limitation, (i) those Common Areas identified on Exhibit "E" attached hereto and, by this reference, made a part hereof (the "**Common Area Tracts Exhibit**") and (ii) all of the following if and to the extent located on any Common Area: all structures, gatehouses, and other entranceways, parks, open spaces, primary amenity campus, bike paths, sidewalks, irrigation facilities, perimeter fences and walls, entry or other lighting, entrance features, buffer tracts, monument walls, monument signs, site walls, retaining walls, littoral plantings, and decorative street signs, if any; but specifically excluding (a) any public utility installations thereon, (b) all portions of any "Community Systems" (as hereinafter defined) not made Common Area pursuant to Article II, Section 7 hereof, and (c) any other property of Declarant not intended to be made Common Area. "**Common Area**" shall also include such portions of the Property as are declared to be Common Area in any Supplemental Declaration, less whatever portions of the Property that are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

Section 15. "COMMUNITY" shall mean that planned development located in the City which encompasses the Property, and is presently intended to consist of Homes and Common Area. The Community will initially consist of the Property and may be expanded to include Additional Property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

Section 16. "COMMUNITY DOCUMENTS" shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Plat, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), all as may be further amended and/or supplemented from time to time.

Section 17. "COMMUNITY SYSTEMS" shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm monitoring, gas, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an affiliate of Declarant, any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise), or any third party

expressly granted the rights by Declarant or Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Declarant or Association and serving the Common Area and/or more than one Lot. Community Systems are not an Association amenity and services may be disconnected to delinquent Owners, or if provided by bulk contract may be terminated by the Board of Directors.

Section 18. “COMPLETED LOT” shall mean a Lot (A) on which the construction of a Home has been completed, (B) for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency, and (C) the title to such Lot has been conveyed to a third party who is neither Declarant nor a Builder. If the Home or other improvements on a Completed Lot are destroyed, such Completed Lot shall remain classified as a Completed Lot regardless of whether or not the Owner has reconstructed the Home.

Section 19. “COMPLETED LOT OWNER” shall mean the Owner of a Completed Lot.

Section 20. “COUNTY” shall mean Duval County, Florida.

Section 21. “DECLARANT” shall mean and refer to TAYLOR MORRISON OF FLORIDA INC., a Florida corporation, and any successor or assign thereof to which the then Declarant specifically assigns all or part of the rights of Declarant hereunder by an express written assignment. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under the Community Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

Section 22. “DECLARATION” shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded amongst the Public Records.

Section 23. “DEVELOPMENT AND SALE PERIOD” shall mean the period of time during which Declarant and/or its affiliates and/or any Builder and/or its affiliates are using the Community for the development, construction, sale and marketing of Homes in the Community and/or in any other communities developed or to be developed by Declarant or any of its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of “model home(s)” if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

Section 24. “DIRECTOR” shall mean a member of the Board.

Section 25. “FIRST MORTGAGE” shall mean a valid mortgage having priority over all other mortgages on the same property.

Section 26. “FIRST MORTGAGEE” shall mean the holder of a recorded First Mortgage encumbering a Lot and the Home thereon, if any.

Section 27. "HABITAT MANAGEMENT PLAN" shall have the meaning set forth in Article XVI, Section 3.

Section 28. "HABITAT STEWARDSHIP COMMITTEE" shall have the meaning set forth in Article XVI, Section 3.

Section 29. "HOA ACT" shall mean the Homeowners' Association Act, Chapter 720, Florida Statutes, as exists on the date of recording of this Declaration amongst the Public Records of the County, as renumbered thereafter.

Section 30. "HOME" shall mean a residential dwelling unit constructed within the Community, which is designed and intended for use and occupancy as a residence for a single family; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Article II, Section 7 hereof, if at all. Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Community Documents.

Section 31. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Community, whether temporary or permanent in nature, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, sheds, play structures, tennis courts, basketball courts, bocce courts, pickle ball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical features, parks, lawn sculptures, fences, swimming pools, covered patios, screened enclosures, street lights and signs.

Section 32. "INCOMPLETE LOT" shall mean a Lot which is not a Completed Lot. A Builder Lot or a Lot owned by Declarant on which the construction of a Home has not been completed or for which Home a certificate of occupancy or equivalent therefor has not been issued by the appropriate governmental agency.

Section 33. "INCOMPLETE LOT OWNER" shall mean the Owner of an Incomplete Lot.

Section 34. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within the Community.

Section 35. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a First Mortgage encumbering any Home or Lot within the Community, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home

Loan Mortgage Corporation (“**FHLMC**”) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 36. “INTEREST” shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then simple interest at eighteen percent (18%) per annum (for purposes of clarity, compound interest shall not be permitted).

Section 37. “LEGAL FEES” shall mean reasonable fees for attorney and paralegal services and all costs related to any monetary or non-monetary dispute involving the Association through and including all pre-litigation, trial, appellate levels and post-judgment proceedings incurred in connection with: (i) negotiation and preparation for mediation, arbitration or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens, and (iii) fees and costs to establish entitlement and the amount of prevailing party fees and costs.

Section 38. “LOT” shall mean and refer to any parcel of land within the Community which has been platted, upon which a Home is allowed to be constructed, together with the Improvements thereon, and any portion of the Property within the Community that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until such Community System (or portion thereof) is made a part of a Lot pursuant to Article II, Section 7 hereof, if at all. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Community Documents.

Section 39. “MEMBERS” shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

Section 40. “NOTICE AND HEARING” shall mean written notice and a hearing before a committee appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner’s expense, in the manner set forth in Article X, Section 1 herein.

Section 41. “NWF” shall mean National Wildlife Federation, a 501(c)(3) non-profit conservation organization.

Section 42. “OPERATING EXPENSES” shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Community Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing or replacing) the Common Area or any portion thereof and Improvements thereon, all other property owned by

the Association (including, without limitation, the Surface Water and Storm Water Management System to the extent owned by the Association), and (b) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Community Documents.

Section 43. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Community, but excluding therefrom those having such interest as security for the performance of an obligation. If more than one person or entity holds the fee simple title to a Lot, all such persons and/or entities are Owners, jointly and severally. Declarant is an Owner with respect to each Lot from time to time owned by Declarant.

Section 44. "PLAT" shall mean the plat of the Community described in Exhibit "A" attached hereto and made a part hereof, to be recorded in the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

Section 45. "PROPERTY" shall initially mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and thereafter, as applicable, to such additions thereto as may be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 46. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any (provided Declarant is the owner thereof) to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the lien and effect of this Declaration, (c) designate portion(s) of the Property or Additional Property to be or not to be Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to impose additional covenants, restrictions, reservations, regulations, burdens, liens and easements upon the Property or any portion thereof and/or remove any of same. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 47. "SURFACE WATER AND STORM WATER MANAGEMENT SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts, headwalls and/or swales, which is designed and constructed or installed to collect and convey rain water runoff from the Community to the water management tracts within the Property, and shall also mean the stormwater management system.

Section 48. "TM" shall mean Taylor Morrison Home Corporation, an affiliate of Declarant.

Section 49. "TURNOVER DATE" shall mean the date upon which the "Class B" (as defined in the Articles) membership shall terminate and "Class A Members" (as defined in the Articles)

shall assume control of the Association and elect the Board, as more particularly described in the Articles.

Section 50. "WATER MANAGEMENT DISTRICT" shall mean the St. Johns River Water Management District.

Section 51. "WATER MANAGEMENT DISTRICT PERMIT" shall mean a permit issued by the Water Management District under Permit No. 168836-2, as same may be amended, modified or supplemented from time to time. Copies of the Water Management District Permit and any future Water Management District actions shall be maintained by the Association's Registered Agent for the Association's benefit.

## **ARTICLE II**

### **DESCRIPTION OF THE COMMUNITY**

Section 1. GENERAL PLAN OF DEVELOPMENT. The Community comprises the Property encompassing, or which will encompass, Homes and the Common Area as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto. It is presently anticipated that the Community will contain single-family Homes for single-family occupancy, and the Common Area described herein. Notwithstanding the foregoing, however, Declarant reserves the right to modify its plan of development of the Community (including, without limitation, the right to modify the site plan of the Community and the right to change the Home product types and the number of Homes to be constructed within the Community) and/or the right to add land to the Community or to withdraw land from the Community in its sole and absolute discretion. Therefore, in the event Declarant modifies its plan of development of the Community, adds land to the Community and/or withdraws land from the Community, the number of Lots, the layout of Lots and/or the size of Lots within the Community may change and as a result of any changes in the number of Lots, the Assessments required to be paid pursuant to this Declaration may increase or decrease as appropriate. Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of the Community may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to the Community, as well as any changes thereto.

Additional Property will become a part of the Community if, and only if, Declarant in its sole discretion adds Additional Property to the Community by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation the recreational facilities and amenities), upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including,

without limitation, the right to modify the site plan and/or master plan of the Community, the right to add recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within the Community) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct the Community according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

Section 2. COMMON AREA. The Common Area shall consist of: (a) the property indicated on the Plat as Common Area or as property reserved for or dedicated to the Association, and (b) any other property designated as Common Area in this Declaration or any Supplemental Declaration. The Common Area shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and tenants in accordance with the Community Documents. Common Area may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

The portions of the Community described in this Section 2 shall constitute Common Area and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Common Area including, without limitation, the following:

A. Gatehouse(s), Entranceway(s) and Entry Gate(s), if any. The Community may include gatehouse(s), entranceway(s), and/or entry gate(s) installed by Declarant or the Association. Such gatehouse(s), entranceway(s) and/or entry gate(s) shall be deemed Common Area and shall be administered, maintained, operated, repaired and/or replaced by the Association and the expense thereof shall be included as an Operating Expense. The gatehouse(s) or entry gate(s), if any, may or may not be staffed, as determined in the sole discretion of the Association. All other portions of the entranceway(s) shall also be owned and maintained by the Association. Neither Declarant nor the Association makes any representations whatsoever as to the security of the Property or the effectiveness of any gatehouse(s) or entry gate(s). All Owners agree to hold Declarant and the Association harmless from any loss or claim arising within the Property from the occurrence of a crime or other act. The Owners acknowledge that the gatehouse(s) and entry gate(s), if any, will be designed only to restrict vehicular access to the Community, and will not be able to prevent crime. Notwithstanding anything herein to the contrary, neither Declarant nor the Association makes any representations whatsoever to commence, complete, construct or staff any gatehouse(s) and/or entry gate(s) within any specific time period or if at all.

Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to any portion of the Community at all times and the Association shall not impede any such access. Any gatehouse(s), entranceway(s) and entry gate(s) installed shall remain open during construction and sales hours to allow Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers access to any portion of the Community. Declarant hereby reserves and grants an easement in favor of itself, and its successors and/or assigns throughout all portions of the Community as may be necessary for the purpose of accessing the Property during the Development and Sale Period and no Owner or the Association shall do any act which may interfere with Declarant having access through the gatehouse(s), entranceway(s) and entry gate(s). Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of the Community as may be necessary for the purpose of accessing the Property, maintaining and administering the gatehouse(s), entranceway(s)

and entry gate(s), and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder or to interfere with access to through the gatehouse(s), entranceway(s) and entry gate(s).

B. Landscape Buffer Tract. The “**Landscape Buffer Tract**” is that portion of the Community designated on the Plats as Tract A, which is reserved for or dedicated to the Association, shall be Common Area and is to be used, kept and maintained as such by the Association and the Owners within the Community, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. No Owner may install landscaping or any other Improvements in such Landscape Buffer Tract.

C. Open Space Tracts. The “**Open Space Tracts**” are those portions of the Community designated on the Plats as Tracts P-1, P-2, C-1 and C-2, which are reserved for or dedicated to the Association, shall be Common Area and are to be used, kept and maintained as such by the Association and the Owners within the Community, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. No Owner may install landscaping or any other Improvements in such Open Space Tracts.

D. Park/Amenity Center Tracts. The Community is planned to contain certain Park/Amenity Center Tracts. The Park/Amenity Center Tracts are those portions of the Community designated on the Plats as Tract P-1 and P-2, which are reserved for or dedicated to the Association and shall be used for recreational purposes by the Association, and the Owners and their family members, guests, invitees and tenants. Such portions, if any, of the Park/Amenity Center Tracts upon which Declarant has constructed or hereafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon. The Park/Amenity Center Tracts shall always be kept and maintained by the Association for recreational uses or beautification and attendant uses (e.g., parking spaces within any of the Park/Amenity Center Tract shall be used for proper purposes by those using the recreational facilities but only while using such facilities and shall not be used for overflow parking of Owners or their guests), and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. The Park/Amenity Center Tracts shall be maintained, administered, operated and ultimately owned by the Association.

Declarant reserves the right, but shall not be obligated, to construct additional recreational facilities upon the Park/Amenity Center Tracts, and to modify or reduce the facilities and amenities planned for the Park/Amenity Center Tracts. Declarant, at its sole discretion, hereby expressly reserves the right to reduce and/or modify the planned facilities, and to determine the timing of construction of the recreational facilities and installation of amenities. The decision as to whether to construct additional recreational facilities or amenities, to modify the planned facilities or amenities, to reduce the planned facilities, and/or the timing of the construction thereof, shall be in the sole discretion of Declarant. As presently planned (which is subject to change from time to time by Declarant in its sole discretion), Tract P-1 is contemplated as an active recreational area to include a dog park, a nature playscape, a butterfly garden, a mail kiosk, and a parking lot area, and Tract P-2 is contemplated as a passive recreational area to allow scenic natural and wildlife viewing, fishing (if applicable), picnicking, hiking, and cycling. Notwithstanding

anything contained herein, neither Declarant nor the Association makes any representations whatsoever as to whether or when to commence, complete or construct any of the recreational facilities.

Notwithstanding anything to the contrary in this Declaration, there shall be no hunting, swimming, boating, camping, use of off-road motorized vehicles or motorcycles, use of fire pits, use of glass containers or use of alcoholic beverages on any Park/Amenity Center Tracts and there shall be no access permitted within wetland jurisdictional areas in Tract P-1 and the vegetative natural buffer areas in Tract P-2.

Declarant, its successors and assigns, contractors, agents, and designees, shall have the right to access and use the Park/Amenity Center Tracts, including without limitation any clubhouse and other amenities and Improvements thereon (if any), at all times (whether before or after the Turnover Date) for (a) constructing, demolishing, relocating, repairing, revising or maintaining any improvements thereon, (b) conducting sales meetings and other sales or promotional activities or functions (whether for the Community or other communities Declarant develops, and including without limitation, taking photographs, film, video footage, and other images of the Park/Amenity Center Tract, the improvements thereon or any activity or event held thereon), and (c) other business purposes or functions Declarant determines in its sole discretion; the Association shall not impede any such access; and no Owner nor the Association shall do any act which may interfere with Declarant having access to the Park/Amenity Center Tracts.

E. Buffers. The “**Buffers**” are those portions of the Property which run along the outer perimeter of the Property, or adjacent to certain roads. The Buffers shall be maintained by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental authorities. In order to preserve the aesthetic image of the Community and to help maximize the Owners’ use and enjoyment thereof, no Improvements, landscaping or other additions and/or deletions are permitted within the Buffers without the prior written consent of the Association and appropriate governmental agencies, excepting any Improvements, landscaping or other additions made or installed by Declarant and/or the Association, such as, but not limited to, berms, landscaping, fences, sod, signs, walkways, walls and light poles.

F. Irrigation System(s). The Association shall be responsible for all costs associated with the Irrigation System(s) serving the Common Area within the Community as described in Article VI, Section 7 hereof.

G. Lakes. The “**Lakes**” are those portions of the Community designated on the Plats as SWMF-1, SWMF-3, and SWMF-2 which shall always be kept and maintained as Lakes for water retention, drainage, irrigation and water management purposes in compliance with all applicable governmental and water management district requirements. The Lakes are not owned, but shall be maintained, administered, and operated, by the Association. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association, the Water Management District and the City throughout the Lakes and all other portions of the Community as may be necessary for the purpose of accessing, maintaining and administering the Lakes, and no Owner shall do any act which may interfere with the performance by the Association, the Water

Management District and the City of its obligations hereunder. No swimming, motorized boats or other motorized water vehicle or craft, shall be permitted on such Lakes.

H. Right to Add Additional Improvements. Such portions of the Common Area upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Common Area. Declarant's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and the Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

Section 3. STREET LIGHTS. The street lights and any associated facilities placed within the Common Areas or within public rights of way by agreement between Declarant or the Association and the City, any municipal service benefit unit or any other applicable governmental or semi-governmental unit, will be repaired, replaced, relocated, maintained and owned by the Association or such governmental or semi-governmental unit, unless such agreement requires otherwise. Nothing in this Declaration shall be construed to require Declarant to install street lights within the Property.

Section 4. COSTS. All costs associated with operating, maintaining, repairing and replacing the Common Area shall be the obligation of the Association. The Common Area shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.

Section 5. PRIVATE USE. For the term of this Declaration, the Common Area is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, the Owners, and their family members, guests, invitees and tenants, but only in accordance with this Declaration.

A. Except to the extent provided herein and elsewhere in the Community Documents, the Common Area shall be for the sole and exclusive use of the Owners and residents of the Community and their family members, guests, invitees and tenants.

B. The administration, management, operation and maintenance of the Common Area shall be the responsibility of the Association, as provided herein and in the Community Documents.

C. The right to use the Common Area by the Owners, except Declarant's rights set forth in Section 5.D. of Article II or Section 31 of Article X below, shall be subject to the rules and regulations established by the Association as the same may be amended from time to time.

D. Notwithstanding anything in this Declaration to the contrary, Declarant hereby expressly reserves for itself and its affiliates the right to access and use the Common Area from time to time (including, without limitation, the right to access the area that connects the Common Area to a public right of way in order to access and use the Common Area), regardless of whether before, on or after the Turnover Date, as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its affiliates of Homes in the Community and/or in any other communities developed or to be developed by Declarant or its

affiliates, including, but not limited to, the holding of sales and marketing meetings; the use of "model row(s)" if one or more; the use of design centers; the use of service and construction trailers; taking or shooting photos, videos or other media forms; and engaging in sales promotions and related sales and marketing activities for the general public.

Section 6. MODEL ROW. Declarant hereby reserves the right to construct and/or operate a "model row(s)" in the Community that contains models for the Community. The "model row(s)" may also contain parking, landscaping and fencing as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a "model row(s)" in the Community, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determine to be necessary in its or their sole discretion. Each Owner, by acceptance of a deed or title to a Lot in the Community, acknowledges and agrees that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a "model row(s)"; (ii) Declarant and/or any of Declarant's affiliates have an easement over the Community for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in the Community or other communities being developed by Declarant and/or any of Declarant's affiliates, for so long as such "model row(s)" exists; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or around the Community or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of the Community by the other Owners, are detrimental to the value of the Homes within the Community, and interfere with Declarant's and/or its affiliates' ability to conduct their business.

Section 7. COMMUNITY SYSTEMS. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section 7, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Area hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Area unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 7: (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Common Area within the Community to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall

not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE VI, SECTION 6 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

Section 8. SURFACE WATER AND STORM WATER MANAGEMENT SYSTEM TRACTS.

A. Overview. The Surface Water and Storm Water Management System Tracts are designated on the Plat as Tracts SWMF-1, SWMF-3, and SWMF-2 and are to be maintained by the Association pursuant to the Water Management District Permit issued for the Property attached hereto as Exhibit "D" and incorporated herein by reference, and any permits issued by the Department of Environmental Protection or U.S. Army Corps of Engineers for the Surface Water and Storm Water Management System.

B. Access. The Association shall have unobstructed ingress to and egress from all retention/detention ponds and lakes as well as all easements at all reasonable times to maintain said ponds, lakes and easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Community drainage facilities without the express prior written consent of Declarant, the Association. Further, where an Owner's Lot is contiguous to any of the drainage facilities of the Community, such Owner shall keep his or her Lot so that the utilization of such Owner's Lot will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

C. Restrictions. No Owner shall (i) undertake or perform any activity in the Surface Water and Storm Water Management System Tracts (including, without limitation, excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure), or (ii) remove (by dredging, application of herbicide or cutting) native non-nuisance vegetation (including cattails) that becomes established within the wet detention ponds, without prior written consent of the Board of Directors of the Association, the County, and the applicable permitting agencies. It shall be the responsibility of all Owners to comply with the construction plans for the Surface Water and Storm Water Management System approved by the applicable permitting agencies. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. Owners should address any question regarding authorized activities within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to the Water Management District. The Water Management District may authorize removal of certain exotic or nuisance vegetation upon application by Owners or the Association.

D. Compliance. Each Owner of a Lot within the Community at the time of construction shall comply with the construction plans for the Surface Water and Storm Water Management System approved and on file with the Water Management District.

E. Disclaimer of Water Levels, Recreational Use and Aesthetic Appearance. The Surface Water and Storm Water Management System is designed to provide drainage for the

Property. Neither the Association nor Declarant shall have any liability whatsoever to any Owner for claims for damages alleged by an Owner due to water levels being below or above normal or otherwise unacceptable to the Owner. Recreational use and aesthetic appearance are secondary to the intended drainage function, and during periods of prolonged drought or other unusual weather events water levels may fluctuate, and neither the Association nor Declarant shall have any liability for such conditions.

Section 9. BUFFER AREAS ON LOTS. There are certain buffer areas on portions of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 as described or depicted on the Plats (collectively, the "Buffer Areas"), which shall be maintained, administered and operated by the Association in accordance with this Declaration, the requirements of the appropriate governmental agencies and any applicable rules and regulations adopted by the Association from time to time. No Owner may install landscaping, fencing or any other Improvements in the Buffer Areas. Declarant hereby grants an easement, through, under and over the Buffer Areas to the Association and its management company, contractors, agents, successors and assigns, for the purpose of maintaining the Buffer Areas (including, without limitation, removing any landscaping, fences or improvements).

**ARTICLE III**  
**ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY;**  
**CONVEYANCE OF COMMON AREA**

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property to the Property governed by this Declaration, and may declare all or part of such Additional Property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. DESIGNATION OF ADDITIONAL COMMON AREA. Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in **Exhibit "A"** hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, regulations, burdens, liens and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Common Area, nor shall anything in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time, to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE COMMON AREA. To the extent herein provided, the Common Area is hereby dedicated to the joint and several uses in common of the Owners of all Lots that may, from time to time, constitute part of the Property. To the extent any Common Area is to be owned by the Association in fee simple, Declarant will convey to the Association on or prior to the Turnover Date the fee simple title to such Common Area by quitclaim deed.

The Association hereby agrees to accept the Common Area and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Area or any portions thereof, and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE COMMON AREA AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE.

TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association and each Owner acknowledges and agrees that Declarant has or will install trees, shrubs, plants and other landscaping that meets or exceeds the requirements of the City and

that from the time of such initial installation, such trees, shrubs, plants and other landscaping may mature, expand, decay and/or die from time to time. The Association shall have no claim whatsoever against Declarant and hereby releases any and all claims against Declarant for any trees, shrubs, plants and other landscaping that has decayed or died regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, exceed the minimum requirements of the City.

The Association shall accept the conveyance of the Common Area (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded or such taxes may be levied on the Owners by the County in prorata share on each Lot's annual property tax bill. The Association and the Owners in the Community shall receive no discount in property taxes or any other tax or fee because of the retention or private ownership of the Common Area.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area, or any other property required to be maintained by the Association.

#### **ARTICLE IV** **OWNERS' PROPERTY RIGHTS**

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Common Area within the Property (except as may otherwise be specifically provided elsewhere in this Declaration), in common with all other Owners, their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association, by action of the Board, to reasonably limit the number of guests, visitors, invitees or tenants of an Owner using the Common Area.

B. The right and duty of the Association, by action of the Board, to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Common Area and Improvements thereon in compliance with the provisions of this

Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association by action of the Board, to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

D. The right of the Association by action of the Board, to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, except as provided to the contrary in this Declaration, to borrow money for the purpose of improving the Common Area and Improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Common Area. Notwithstanding the foregoing, such two-thirds (2/3) vote or written assent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Common Area.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Area owned by the Association to any public agency, authority, or utility and to grant any covenant, restriction or reservation against the Common Area in favor of any such public agency, authority, or utility; provided, however, no such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's affiliates, and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the Improvements thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right, however not the duty, of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area.

K. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets upon the Property.

L. The right, however not the duty, of the Association, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees on: (i) any Lot, and/or (ii) any grassed areas located between the front and/or side(s) of such Owner's Lot and the street. The Owner of said Lot(s) shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the uprighting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot(s) in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the affirmative assent of at least two-thirds (2/3) of all Members as set forth in Section 3 of Article VII.

M. The easements provided elsewhere in this Declaration and designated on the Plat, including, but not limited to, those set forth in this Article IV.

N. The right of the Association by action of the Board to provide for the maintenance, preservation and certain architectural control of Lots, Improvements and other properties as set forth in this Declaration.

O. The right of the Association by action of the Board and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or Declarant to carry on their respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of the Community and Homes therein).

P. The right of the Association by action of the Board to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Common Area reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and the Association, a perpetual nonexclusive easement for vehicular traffic over all streets within or upon the Property dedicated to the public use (as well as alcoves, cul de sacs, and other paved areas

abutting or serving the same). There is hereby created, granted and reserved for the benefit of the City, the County and other public service and emergency service providers, a non-exclusive easement over, under and through the private roads and alleys, if any, for vehicular and pedestrian ingress and egress access for the purpose of providing public and emergency services to the Common Area and Lots; including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities and other public and emergency services.

Section 5. ACCESS EASEMENT.

A. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets within or upon the Property dedicated to the public use (as well as alcoves, cul de sacs, and other private, paved areas, if any, abutting or serving the same), (ii) any private roads and driveways within or upon the Property, and (iii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

B. Declarant hereby reserves and grants a perpetual, nonexclusive 10-foot wide access easement over and across a certain portion of Lots 38 and 39 of the Plat as depicted on the Plat for purposes of allowing Declarant, the Association, Owners and their guests and invitees to access Tract C-2 of the Plat.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, Declarant and the City as hereinafter specified for the following purposes:

A. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Common Area and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

B. Easement for Encroachment and Sidewalks. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the

maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots. Such easement shall permit encroachments between Lots only by a structure or fixture (i) which has been built by Declarant, a Builder or approved in accordance with Article VIII of this Declaration, or (ii) which is unintentionally constructed on another's property. An encroachment easement between Lots shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the person claiming the benefit of such easement. All Lots shall be subject to an easement for any sidewalks placed upon such Lots by Declarant or a Builder, if any.

C. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of maintenance and/or repair in accordance with the Community Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area, as required herein.

D. Easement Over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the Notice and Hearing provisions in Article X, Section 1 herein;

(2) the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(3) all provisions set forth in the Community Documents.

E. Drainage Easement. An easement over, under and upon all of the Property for the Surface Water and Storm Water Management System and access to install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Surface Water and Storm Water Management System. By this easement, the Association, the County, and the City shall have the right to enter upon any portion of a Lot which is part of the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain and repair the Surface Water and Storm Water Management System as required by the Water Management District, the County, or the City. No Owner shall install any plantings, landscaping, fences and/or other Improvements whatsoever in, on, over or across any drainage easement; provided, however, to the extent fences are not prohibited in the drainage easement areas by the Water Management District Permit or applicable laws, rules, regulations and ordinances, then Owners may install fences pursuant to this Declaration as long as (i) the fences are installed and

maintained by the Owner to not be flush with the ground and to allow proper drainage of stormwater and (ii) the Owner of such fence shall bear any financial burden if the fence is removed or damaged related to or resulting from the use of or access to any drainage easement by any grantee of such drainage easement.

F. Surface Water and Storm Water Management System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat in favor of: (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, encroaching over, under and upon such drainage easement, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located over, under and upon such drainage easement. In the event the Association and/or the City requires access to any Surface Water and Storm Water Management System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear of the Lots. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

G. Irrigation Easement. An easement for irrigation over, under and upon the Common Area, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate, repair and/or replace the Irrigation System, including, without limitation, irrigation pipes and related equipment. Notwithstanding the foregoing, in the event of any damage caused by an Owner to the Irrigation System or any part thereof (including, without limitation, any portions located upon such Owner's Lot) the cost of the repairs and/or replacement resulting from such damage shall be paid by such Owner.

H. Buffer Easements. An easement or easements in favor of the Association for landscape, buffer, drainage and utility purposes.

Section 7. EASEMENT FOR COMMUNITY SYSTEMS. Notwithstanding anything to the contrary in this Declaration, Declarant and its affiliates and their respective designees shall have a perpetual exclusive easement over, across, upon and under the Common Area and the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 8. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to the City, the County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant may grant easements encumbering all or part of the Common Area, and/or portions of the Lots conveyed to Owners to preserve the natural condition

of wetlands, uplands or buffer areas. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

**ARTICLE V**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;**  
**BOARD; DURATION OF THE ASSOCIATION**

Section 1. MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Community Documents. The voting rights of the Members shall be as set forth in the Articles.

Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. However, in the event of the termination, dissolution or final liquidation of the Association, the Surface Water and Storm Water Management System will be transferred to and maintained by one of the entities identified in the Water Management District's Environmental Resource Permit Applicant's Handbook Volume I (the "**Handbook**") sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water and Storm Water Management System described in sections 12.3.4(d)1 or 2 prior to its dissolution. The Water Management District shall approve such entity prior to such termination, dissolution or liquidation of the Association. Further, for purposes of clarity, the Water Management District shall have the right to take enforcement measures in accordance with Section 12.3.4(c)(8) of the Handbook.

**ARTICLE VI**  
**COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;**  
**COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT;**  
**CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES**

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Community Documents; and (b) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot and

Incomplete Lot, and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association all Assessments, including, but not limited to, the Individual Lot Assessments, Benefited Assessment, Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Community Documents. Payment of the Individual Lot Assessments, Benefited Assessment, Special Assessments and all other Assessments shall commence from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth).

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Community Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Common Area or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Area and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) administrative and operational expenses of the Association; (6) fees and other costs of water usage relating to the use, maintenance and repair of the Irrigation System(s) for the Common Area including, without limitation, all consumption and usage fees; (7) to the extent Surface Water and Storm Water Management System is maintained and repaired by the Association at its costs, all sums necessary for the maintenance and repair of the Surface Water and Storm Water Management System, including, without limitation, work within retention areas, drainage structures and drainage easements in the event any sums are expended by the Association notwithstanding the dedication of any such areas to the County or the City; and (8) the cost of the Association's performance of all obligations imposed upon the Association by this Declaration, the other Community Documents or otherwise, operating and administrative costs of the Association and the cost of the Association to promote the health, safety, welfare and aesthetics of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

Any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment; an amount in settlement of a lawsuit against the Association (or such Director or Directors to whom indemnification is owed) to the

extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Community Documents or the enforcement of the use and occupancy restrictions contained in the Community Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12 of Article XIII below.

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Community Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed, shall relate back to the original date of recordation of this Declaration, and shall continue in effect until all amounts due to the Association are paid in full, except as specifically stated below in Section 8 of Article VI. Notwithstanding the foregoing to the contrary, neither the recording of, nor failure to record, any such claim of lien will affect the existence or priority of the Association's lien. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event a First Mortgagee of record, or its successor or assignee as a subsequent holder of the First Mortgage, obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

A. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is (are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s), and such advance by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien per the HOA Act. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessment or other monetary obligation, plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

E. To charge Interest on such Assessment from the date it becomes due, as well as a late charge incurred each billing cycle of Twenty-Five and No/100 (\$25.00) Dollars or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

F. To suspend the use rights of the Owner(s) in default to the Common Area, including disconnection of Bulk or Bundled Services, subject to the Notice as may be required per the HOA Act.

G. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.

H. To collect any monetary obligation, including delinquent Assessments due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of

collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) ("**Bundled Services Agreements**") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, gas, monitored alarm and/or other services (collectively, "**Bundled Services**") for Homes in the Community. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Services Agreements entered into by the Association for Bundled Services will be assessed against all Completed Lot Owners as a Benefited Assessment. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "**Optional Service**"). Owners will be responsible for hook-up costs, any converter boxes, remote control units, any Optional Services elected by Owner and the charge therefor shall be billed directly to Owner. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Service. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

Section 7. IRRIGATION SYSTEM(S). Declarant shall have the right, but not the obligation, to install one or more irrigation systems (referred to in this Declaration as the "**Irrigation System(s)**") for the Common Area and/or any or all of the Lots within the Community. In the event Declarant installs one or more Irrigation System(s) for the Common Area and/or any or all of the Lots within the Community, the responsibility for operating, maintaining, repairing and replacing such system(s) shall be governed by the provisions of Section 1.B. of Article IX below. The foregoing shall in no way obligate Declarant to install the Irrigation System(s) for the Common Area or within any or all of the Lots within the Community. All costs of the Irrigation System(s) serving the Common Area and all usage and consumption fees charged for use of water serving the Common Area shall be part of the Operating Expenses of the Association.

Section 8. SUBORDINATION OF THE LIEN TO FIRST MORTGAGES.

A. The claim of lien filed by the Association shall be subordinate to the lien of any First Mortgage held by a First Mortgagee recorded and valid before the effective date of this provision or recorded prior to the recordation of the Association's lien.

B. If a mortgage against a Lot (i) is properly recorded as a First Mortgage before the Association's claim of lien is recorded and (ii) maintains First Mortgage priority, then the liability of the Lot and the First Mortgagee (and its successor or assignee who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the

subsequent holder of the First Mortgage) for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited to the lesser of:

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

ii. 1% of the original debt secured by the First Mortgage.

C. The limitation of liability for payment of Assessments contained in this Section applies only if the First Mortgagee joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the First Mortgagee.

D. All unpaid Assessments as a result of this exception are Operating Expenses, collectible from all of the Owners, including the new Owner and the Owner's successors and assigns. Such new Owner is not excused from liability for any Assessments against the Owner's Lot which accrue after the Owner's acquisition of title; provided, however, that if the Association is the grantee, it is excused from payment.

E. The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Section; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

F. The liability limitations contained in this Section for First Mortgagees shall be expanded in the Association's favor to the fullest extent permitted by the HOA Act, as amended from time to time. No liability limitation regarding unpaid Assessments or monetary obligations, including Legal Fees, is provided to or extended to junior mortgagees or third-party purchases who take title by certificate of title.

## **ARTICLE VII**

### **METHOD OF DETERMINING ASSESSMENTS**

### **AND ALLOCATION OF ASSESSMENTS**

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. It shall be the duty of the Board of Directors to annually prepare a budget ("**Budget**") covering the estimated Operating Expenses of the Association. In addition to the Operating Expense Budgets which shall be the basis for operation and management of the Property, the Board of Directors shall annually attempt to determine the Operating Expenses which would be incurred upon completion of the Community, including without limitation any future expansions or additions of Common Area and number of Lots. These operational Budgets shall be utilized in determining Assessments allocated to Lots by allocating the Operating Expenses among the number of Lots anticipated to be constructed within the Community upon completion. This allocation of Assessments is undertaken in an effort to fairly allocate the Operating Expenses anticipated upon completion of the Community.

Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the “**Individual Lot Assessment**” as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and the state of the Lot’s development; accordingly, the Individual Lot Assessment for each Incomplete Lot shall be five percent (5%) of the Individual Lot Assessment for each Completed Lot. Therefore, the total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the “Individual Lot Assessment” for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes on all of the Lots to Owners who are neither Declarant nor Builders, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Community Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12 of Article XIII, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Community Documents or the enforcement of the use and occupancy restrictions contained in the Community Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments shall be payable monthly, in advance, on the first day of each month; provided, however, at the Association’s option, Individual Lot Assessments may be payable quarterly, bi-annually or annually. Individual Lot Assessments, and the monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots without the need to pass an amended budget (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. A Completed Lot shall be assessed at the rate for Completed Lots, commencing on and, as applicable, prorated from the date the Lot became a Completed Lot. The amount paid with respect to such Completed Lot based upon the Lot’s status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the assessment period in question, shall be credited against the amount owed as a Completed Lot.

Section 3. SPECIAL ASSESSMENTS. “**Special Assessments**” include, in addition to other Assessments designated as Special Assessments in the Community Documents, those Assessments that are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Special Assessments for each Incomplete Lot shall be five percentage (5%) of the Special Assessment for each Completed Lot. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-

thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments, except only any Special Assessment for: (a) repair, reconstruction or replacement of damaged or destroyed Improvements previously existing on Common Area (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Common Area, (c) up-righting or removing any fallen or dislodged trees as set forth in Article IV, Section 1.L. above, or (d) funding an operational or reserve shortfall; which shall not require such affirmative assent of the Members. Prior to the Turnover Date, a Declarant-controlled Board may not levy a Special Assessment unless a majority of the Owners other than the Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the membership at which a quorum is present. Special Assessments are not included in any deficit funding or subsidizing of the Budget as set forth in Sections 7 and 8 of this Article VII below.

Section 4. BENEFITED ASSESSMENTS. The Association by Board action may levy "**Benefited Assessments**" against one or more particular Lots as follows:

A. to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Association may offer or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

B. to cover costs incurred in bringing a Lot into compliance with the Community Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs;

C. to cover the costs and expenses charged to the Association under the Community Systems agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement.

Section 5. LIABILITY OF OWNERS FOR ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments, any Benefited Assessment against their Lot, and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's Benefited Assessment, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments, Benefited Assessments or Special Assessments or other

Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment, Benefited Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Community Documents.

Section 6. BUDGETING FOR RESERVES. The Board may, but is not obligated to, prepare and periodically review separate reserve budgets for the Common Area for which the Association maintains capital items which takes into account the number and nature of replaceable completed assets, the expected life of each completed asset, and the expected repair or replacement cost of capital items under each budget. The Board may include in the Operating Expense Budget adopted pursuant to Section 1, as appropriate, a contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period. The budgeted amount for reserves need not be for one hundred percent (100%) of the repair or replacement cost but may be for a lower amount as determined by the Board. The Board may determine to pool reserves, meaning that a general reserve fund may be used for any item for which reserves are being collected. Completed Lot Owners are referred to the then current Budget to determine if reserves are included in the Budget, the amount budgeted therefor and if Assessments include amounts for reserves.

Reserve funds, if collected, shall be held in a separate account or accounts from the operating and other funds of the Association.

The reserve funds may be expended only for major or deferred maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. The Board may in its discretion without Membership vote elect to maintain pooled reserves. Neither the Association membership nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent during the Development and Sale Period.

Declarant shall not be required to pay for contributions to reserve accounts for capital expenditures and deferred maintenance, or any other reserves that the Association or the Declarant may be required to fund pursuant to a state, municipal, county or other governmental statute or ordinance (other than the HOA Act). Notwithstanding anything contained in this Section 6, or as may be otherwise set forth in this Declaration, any reserve funds so collected and/or paid pursuant hereto are not created or established in accordance with Section 720.303(6)(d) of the HOA Act.

In lieu of or in addition to establishing a reserve fund, the Board may establish a contingency fund. Such contingency fund is not a reserve fund under Section 720.303(6) of the HOA Act and may be used by the Board as it determines in its discretion and business judgement.

Section 7. ASSESSMENTS PAYABLE BY DECLARANT; DECLARANT SUBSIDIES. Each Owner acknowledges and agrees that because Individual Lot Assessments, Benefited Assessments and Special Assessments are allocated as set forth in this Article VII above, it is possible that the Association may collect more or less than the amount budgeted for Operating

Expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments and Benefited Assessments for the Lots owned by Declarant in the same manner as other Owners, (ii) pay the Deficit (as calculated pursuant to Section 8 below, herein referred to as the "**Deficit**"), and/or (iii) subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant's sole discretion.

During the period of time that Declarant is offering Homes for sale in the Community and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association through voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contributions, the discontinuance and/or commencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

Section 8. DECLARANT'S OPTION TO FUND BUDGET DEFICITS. To the extent permitted by Florida law, until the end of the Development and Sale Period, Declarant may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit ("**Deficit**") is the difference between (i) the amount of Assessments levied on Owners' Lots plus any other income, revenue or sums received by the Association during the period during which Declarant has elected to fund the Deficit, and (ii) the amount of the Association's actual expenditures during the fiscal year and excluding to the maximum extent allowable by law, contributions to reserves, if any, and Special Assessments arising as a result of any unusual loss or liability. The calculation of Declarant's Deficit funding obligation shall be done on a cumulative basis (from the inception of the election to fund the Deficit until Declarant's election to cease funding the Deficit) although Declarant will fund the Association to meet its cash flow obligations as they arise during the Deficit funding period. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from Declarant, such funds shall be considered a loan to the Association to be paid back to Declarant by the Association immediately as funds become available. Declarant is not required to make contributions to reserves while Deficit funding even though Owners other than Declarant may be required to make such contributions.

Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After the end of the Development and Sale Period, or sooner if Declarant elects to pay Assessments and cease Deficit funding, Declarant shall pay Assessments on Lots which it or its affiliates own in the same manner as any other Owner, subject to the status of Declarant's Lots as Completed Lots or Incomplete Lots as provided in Section 1 of this Article VII.

Declarant's obligation to Deficit fund is not a guarantee of the Assessments or Operating Expenses as contemplated by Florida Statutes Section 720.308 because the amount of Assessments or Operating Expenses to be paid by Owners during any Deficit funding period may change based upon changes in the then buildout Budget.

Section 9. DECLARANT'S PAYMENT OF ASSESSMENTS, DEFICIT FUNDING, AND/OR SUBSIDIZING THE BUDGET. Notwithstanding anything to the contrary set forth herein, if Declarant elects to Deficit fund or provide a subsidy to lower the Assessments due from Owners prior to the end of the Development and Sale Period, or such other time as Declarant, in its sole discretion desires to discontinue such Deficit funding or subsidy, Declarant will not retroactively recalculate any Assessments for any period during which Declarant was Deficit funding and/or subsidizing the budget as described in Section 1 above; however, the Deficit funding or subsidy shall be calculated on a cumulative basis as set forth in Section 8 above and, prior year's surpluses, if any, may be used to fund and satisfy Declarant's Deficit funding obligations.

Section 10. RESALE CONTRIBUTION. Each subsequent Owner of a Lot (meaning any Owner who purchases a Lot from a previous Owner other than Declarant or a Builder) shall pay to the Association a Resale Contribution at the time legal title is conveyed to such Owner by the previous Owner. The "Resale Contribution" shall be One Thousand and No/100 Dollars (\$1,000.00) for each Lot and each subsequent conveyance of the Lot. The Resale Contribution shall be paid to the Association by separate check upon the closing or other settlement of the transfer or conveyance of the Lot. Any unpaid Resale Contribution constitutes a lien in favor of the Association against the Home as provided in Section 2 of Article VI of this Declaration. The amount of the Resale Contribution is subject to change in the Board's sole discretion. The purpose of the Resale Contribution is to ensure that the Association will have cash available to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Resale Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. Resale Contributions may also be used to offset Operating Expenses and fund any Deficit between yearly Operating Expenses and income collected from Assessments. Declarant may, in its sole discretion, move the Resale Contributions into a reserve account prior to or at the time of the Turnover Date.

Section 11. WAIVER OF USE. No Owner, other than Declarant, may exempt itself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of such Owner's Home.

## **ARTICLE VIII** **ARCHITECTURAL REVIEW COMMITTEE**

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Review Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of not less than three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed to

third party buyers who are not Builders or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as such new member has resigned, has been removed, or such new member's successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause by the Board. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, to the extent they are visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any), shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B below. Such Improvement may include, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, pergolas, gazebos, shade structures, fire pits, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwave reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), landscaping, canopies, shutters, or window coverings. Any Owner desiring to make Improvements that are visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any) shall submit one (1) complete set of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same. The Committee may charge a review fee in a reasonable amount as determined by the Committee from time to time.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable in accordance with the Design Guidelines of the Community (the "**Design Guidelines**"), which shall be adopted and amended from time to time by the Association and shall be available for review by Owners upon written request to the Association. The Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. Pursuant to the approvals for the Property granted by the County or the City, as applicable, and notwithstanding anything to the contrary in the Community Documents, diversity of architectural elevation and exterior color scheme for Homes in the Community shall be that no identical Homes shall be placed next to one another (i.e., same elevation with same exterior color scheme). The Committee shall have no obligation to and shall not approve (nor grant any variances for) any plans and specifications submitted if approval of same would result in failure to comply with the foregoing requirements.

C. The Committee shall have forty-five (45) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such forty-five (45) day period, such plans shall be deemed rejected. If the Committee denies an Owner's request or application for the construction of a structure or other improvement on a Lot, the Committee must provide written notice to the Owner stating with specificity the rule or covenant on which the Committee relied on when denying the request or application and the specific aspect of the proposed improvement that does not conform to such rule or covenant.

D. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home if such additions, changes or alterations are not visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any) and neither the Association nor the Committee shall implement or enforce any covenant, rule or guideline as described in Section 720.3035(1)(b) of the HOA Act. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.

Section 3. COMMUNITY STANDARD. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with the Community, Declarant hereby declares that the style and form of the Community, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards.

Section 4. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII, Section 9 below. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 5. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 6. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of thirty (30) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 8. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the Community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or

representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, representatives and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted. Furthermore, approval by the Committee of any request does not excuse any Owner from also obtaining approvals from all applicable governmental authorities.

Section 9. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration but only with consent and joinder by the Board, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to: (i) the diversity of architectural elevation and exterior color scheme requirements of Section 2.B. of this Article VIII above; (ii) the type of fencing permitted by this Declaration; and/or (iii) the displaying of any signs for the sale or renting of the Home as prohibited in Article X, Section 12 below. If such variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 10. DECLARANT EXEMPTION. Declarant is hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

## **ARTICLE IX** **MAINTENANCE AND REPAIR OBLIGATIONS**

Section 1. BY THE ASSOCIATION.

A. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Common Area as otherwise provided herein (except public utilities and Community Systems, to the extent same have not been made Common Area). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Common Area as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain, repair and replace the Irrigation System(s) serving the Common Area. The Association shall be responsible for the costs of operation, maintenance, repair and replacement of such Irrigation System(s), including any monthly fees and other costs of water and/or electric usage, if any. There is hereby reserved in

favor of the Association, the right to enter upon the Common Area for the purpose of operating, maintaining, repairing and replacing the Irrigation System(s) over, through and upon the Common Area. Each Owner shall be responsible for any damage caused to said Irrigation System(s) caused by such Owner and/or such Owner's family members, tenants, guests and invitees and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages and/or liabilities resulting from any such damage.

C. The Association shall operate, maintain and repair the Surface Water and Storm Water Management System constructed over, through and upon the Property. There is hereby reserved in favor of the Association the right to enter upon the Common Area and the Lots for the purpose of operating, maintaining, repairing, and replacing the Surface Water and Storm Water Management System over, through and upon the Property. The Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Surface Water and Storm Water Management System as may be necessary to maintain the system in its original condition and use; provided that Owners shall be responsible, at such Owner's costs, for cleaning and conducting routine maintenance of any and all yard drains on such Owner's Lot. If such Owner fails to so clean or maintain the yard drains, then the Association shall have the right to conduct such cleaning or maintenance. In the event the Association fails to maintain the Surface Water and Storm Water Management System in accordance with this Declaration and/or the Water Management District Permit, then the Water Management District shall have the right to commence an enforcement action against the Association including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the Surface Water and Storm Water Management System in accordance with this Declaration and/or the Water Management District Permit. The Water Management District Permit, together with any action(s) taken by the Water Management District with respect to the Water Management District Permit, shall be maintained by the Association.

It is prohibited to alter the grade of or original drainage plan for any parcel, Lot or tract, or change in the direction of, obstruct, or retard the flow of surface water drainage, or alter or remove of any berm, pipe, ditch, weir, manhole, swale, and stormwater collection, storage and conveyance system unless expressly authorized by the Water Management District, the City and the County. This provision shall be considered a restrictive covenant in favor of and enforceable by the Water Management District, the City and the County and in the event of a violation of this provision, the Water Management District, the City and the County shall have the right to obtain injunctive relief, seek damages, and assess fines and liens in the amount of the cost to remedy the prohibited action (including administrative costs and attorneys' fees and costs) against the violating person or entity and any property owned by such violating person or entity; provided however, such right shall not limit the Water Management District's, the City's and the County's other available enforcement actions permitted by law or equity.

D. The Association shall be responsible for the maintenance, repair and replacement of all common sidewalks located upon the Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Property and Lots for such purpose.

E. Neither the Association nor any Owner shall alter the slopes, contours, or cross-sections of the retention areas or littoral zones, or chemically, mechanically, or manually

remove, damage or destroy any plants in any of the littoral zones or drainage easements except upon the written approval from Declarant, the Water Management District, the City, and any other applicable governmental authority. The Association shall be responsible for maintaining the required survivorship and coverage of any planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations, including, without limitation, all permits issued by governmental and/or quasi-governmental authorities, applicable to the littoral zones, if any.

F. After the Turnover Date, the Association, by action of its Board, may make any minor and insubstantial alteration or Improvement to the Common Area having a cost not in excess of Twenty Five Thousand Dollars (\$25,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing. Prior to the Turnover Date, all alterations, changes or Improvements to the Common Area shall be in Declarant's sole and absolute discretion.

G. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Paragraphs A through F, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through F of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

H. The Association has a reasonable right of entry upon any Lot to make emergency repairs and/or to do other work reasonably necessary for the proper maintenance and operation of the Community and shall not be guilty of a trespass related to such entry.

## Section 2. BY THE OWNERS.

A. The Owner of each Lot must keep and maintain the Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in good order, condition and repair pursuant to applicable local ordinances and the rules and regulations promulgated by the Association, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Lot and Home which, if omitted, could adversely affect the Community, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home, and all landscaping installed on the Lot. Without limiting the generality of the foregoing, the Owner of

each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls, doors, windows and roof of the physical structure of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, water, sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

All landscaped and grassed open areas on each Lot shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently watering all lawns and plantings within such open areas. The Owner of each Lot shall be responsible for the maintenance, repair and replacement of such automatic underground irrigation or sprinkling system servicing such Owner's Lot at such Owner's own expense.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Home. Each Owner shall be required to clean and dust such Owner's Home on a regular basis and to remove visible moisture accumulation on windows, windowsills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Home's HVAC system. Each Owner of a Home shall be responsible for damage to such Owner's Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold, fungi, mildew and mycotoxins. While the foregoing is intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. Declarant does not make any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same.

In addition to the above, Owners of all Homes shall be responsible to: fix leaks in and otherwise maintain, clean and repair the roofs of their Homes; replace any dead or obviously

dying trees on their Lots; and maintain, repair and replace any approved fences on their Lots. Owners of Homes shall also clean, maintain, repair and replace the driveways located on their Lots and keep the sidewalks, if any, located on or contiguous to their Lots clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

B. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

C. Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

D. Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water if any, found upon such Lot from time to time. Each Owner shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Water Management District, the County and/or the City. Filling, excavation, or the construction of fences on any Lot encumbered by a drainage easement upon which a drainage swale is located shall result in that Owner being solely responsible for the repair and maintenance of such drainage swale. Alteration, filling, obstruction or removal of any drainage swale or drainage control facility or structure is expressly prohibited. No alteration of the drainage swale shall be authorized and any damage to the drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

E. The Owners shall be responsible for the sod, landscaping and irrigation system to the edge of the roadway, notwithstanding the fact that same may be included within any public right-of-way.

F. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

G. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter upon the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice, and to levy on the offending Owner an

Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he or she has the maintenance responsibility under this Declaration or any of the other Community Documents shall be determined in the sole discretion of the Association or Declarant.

Section 3. DAMAGE TO BUILDINGS. The Owner of any Home which has suffered damage may apply to the Committee for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Committee shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Committee approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), the Association, and the Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or its reasonable control.

Declarant shall be exempt from the provisions of this Section 3; provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

Notwithstanding any provision in this Section 3 to the contrary, the approval of the Committee shall not be required for any reconstruction, rebuilding, or repair within any Home if such reconstruction, rebuilding, or repair is not visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any) and neither the Association nor the Committee shall implement or enforce any covenant, rule or guideline as described in Section 720.3035(1)(b) of the HOA Act. All reconstruction, rebuilding, or repair shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

## **ARTICLE X** **USE RESTRICTIONS**

All of the Property shall be held, used, and enjoyed; however, the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article X, Section 31 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Community Documents or with any rules and regulations promulgated by the Association's Board shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, suspension of certain rights or any combination thereof.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Common Area and facilities (including, without limitation, cable television and other services provided by Community Systems); may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Community Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without written notice of at least fourteen (14) days to the Owner sought to be fined or suspended. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the hearing date, location and access information if held by telephone or other electronic means.

B. Hearing. Such hearing must be held within ninety (90) days after the issuance of the notice before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. The committee may hold the hearing by telephone or other electronic means. An Owner has the right to attend a hearing by telephone or other electronic means.

C. Results of Hearing. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Within seven (7) days after the hearing, the committee shall provide written notice to the Owner at his or her designated mailing or e-mail address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the Owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the Owner or any occupant, licensee, or invitee of the Owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid; provided, however, that such date must be at least thirty (30) days after delivery of the written notice required in this paragraph.

D. Fines. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine. If a violation has been cured before the hearing or in the manner specified in the written notice required in paragraph A or paragraph C, a fine or suspension may not be imposed. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein and provisions and limitations of the HOA Act. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. A fine of \$1,000 or more may become a lien against a Lot.

E. Attorneys Fees. If a violation and the proposed fine or suspension levied by the Board is approved by the committee and the violation is not cured or the fine is not paid per the written notice required in paragraph C above, reasonable attorney fees and costs may be awarded to the Association. Attorney fees and costs may not begin to accrue until after the date noticed for payment under paragraph C and the time for an appeal has expired.

F. Exemptions. Notwithstanding any provision herein to the contrary, no fine or suspension shall be levied for any of the acts described in Section 720.305(7) of the HOA Act.

Section 2. SINGLE-FAMILY USE. The Homes shall be for single-family use only. No commercial occupation or activity may be carried on in the Community except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A single-family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit; provided however, that nothing herein shall restrict the residence of a caregiver living in a Home.

Section 3. HOMES OWNED BY ENTITIES OR UNRELATED PERSONS & MINIMAL USE OR LEASE DURATION. It is the intention that Homes be occupied for single-family use. In the event an entity owns a Home, the entity shall notify the Association in writing with the names of the family members who shall occupy the Home. In the event the Owners of the Home are unrelated either through blood, adoption or marriage, they shall be permitted to occupy the Home provided they live as a family unit similar to a husband and wife. No Home may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including ownership by more than three persons as joint tenants or tenants-in-common), or assigning separate use periods of less than seven (7) consecutive months' duration, are prohibited.

Section 4. NUISANCES. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots or in or about any Improvements, Homes, or on any portion of the Community nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or Lots or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, there shall be no cooking in the garage, and no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), large power equipment or large power tools, noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. PARKING AND VEHICULAR RESTRICTIONS. An Owner or a tenant, guest or invitee of such Owner may park his or her personal vehicle, including a pickup truck, in the Owner's driveway or in any other area at which the Owner or a tenant, guest or invitee of such Owner has a right to park as governed by State, County and municipal regulations. Parking of work vehicles, regardless of any official insignias or visible designations (so long as same do not constitute a Commercial Vehicle, as defined hereinafter), is permitted in the driveway of a Lot, to the extent mandated under Section 720.3075(3)(b) of the HOA Act.

A "first responder" (as defined in Section 112.1815(1), F.S.) who is an Owner or a tenant, guest or invitee of an Owner shall not be prohibited from parking such first responder's vehicle in the same locations within the Community as permitted for the vehicles of other Owners.

"Commercial Vehicles" are defined for purposes of this Declaration as vehicles defined in Section 320.01(25), F.S. Commercial Vehicles must be parked or stored so that they are not visible from the street or roadway or from any other Lot. Notwithstanding the foregoing, Commercial Vehicles may temporarily park on the driveway of a Lot or the street or roadway for delivery purposes, but not to exceed a period of six (6) consecutive hours or such other period of time as mandated by the Association.

Section 6. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of the Owner of said Home and/or Lot.

Section 7. LEASES. No portion of a Home (other than an entire Home) may be rented. No bed and breakfast facility may be operated out of a Home. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Article X, Section 7. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than seven (7) months and a Home may not be leased more than twice in any calendar year. The lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all rules and regulations and all policies adopted by the Association. By acceptance of a deed or other instrument of conveyance to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her lessee should the lessee refuse or fail to abide by and adhere to this Declaration, the rules and regulations and any other policies adopted by the Association. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Notwithstanding any inconsistent or contrary provision in the Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any restrictions in the Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner.

If a Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, pursuant to Section 720.3085(8), Florida Statutes, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Home have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Home. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association. The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under as if the Association were a landlord under part II of chapter 83 of Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under chapter 83 of Florida Statutes and specifically has no obligations under Section 83.51, Florida Statutes.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further, each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

Notwithstanding anything to the contrary herein, the leasing of a Home to a lessee shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Section 8. ANIMALS. No animals of any kind, character, nature, or description shall be kept, raised, bred, or maintained on or upon any Lot; provided, however, that household, domesticated "Pets" (as that term is defined below), as allowed by the local government, may be kept on each Lot so long as they are not kept, raised, bred, or maintained thereon for any business or commercial purposes whatsoever. As used herein, the term "Pet(s)" shall mean and refer to birds, fish, dogs, cats, reptiles, insects, and all other non-human, non-plant living organisms, that are generally and commonly recognized as household and domestic pets in the County, and shall expressly exclude livestock of domesticated or undomesticated animals, fowl, and poultry, e.g., horses, cows, pigs, donkeys, squirrels, etc. Exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.) are not considered Pets and are expressly prohibited. "Dangerous dogs", as that term is defined in Chapter 767 of the Florida Statutes, or as determined from time to time by the local government, are prohibited on the Property. Only a reasonable number of Pets, as established by the local government, may be kept on a Lot at any one time. Pets shall be sheltered inside buildings/improvements. No separate or exterior building/improvement for Pets shall be permitted on the Property. All Pets must be kept in a fully fenced area or leashed when outside of a building/improvement and shall not be permitted to run loose. Invisible dog fences or barriers, if allowed at all within the Community, must first be approved by the ACC. No Pet shall be permitted to remain on the Property if it or they disturb the tranquility of the Property, the Community, the Association, or the other Owners or residents (e.g., excessive dog barking), if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are expressly excluded from the Property by the Board after Notice and Hearing. All owners of Pets are responsible for timely cleanup of Pet waste and the Board may elect to promulgate rules and regulations to enforce the same and other matters concerning Pets. Each Owner who determines to keep a Pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways,

unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities. Without limiting the generality of the foregoing, no planting, landscaping and/or Improvements whatsoever shall be installed or constructed in any drainage easements.

Section 10. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 11. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot including, without limitation, retention area slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the Committee. No Owner may alter the slopes, contours or cross-sections of the retention areas or littoral zones, or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 12. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of "For Sale", "For Rent", "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in the Community or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in the Community or other communities developed or marketed by Declarant or its affiliates, whichever is later, unless Declarant consents in writing. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of the Community or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 12. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 12. An Owner may display one (1) security sign, provided by a contractor for security services, as permitted by the HOA Act. This provision may not be amended without the prior written consent of Declarant.

Section 13. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Common Area, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way

as to be visible from the Common Area or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant and/or a Builder, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 14. AUXILIARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement (other than separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale in or of the Community or other communities) shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 15. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property when a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction thereof. There is presently a lift station within the Community.

Section 17. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 18. FENCES. No fences may be erected, placed or maintained on any Lot unless approved in writing in advance by the Committee, even if in strict conformance with the requirements of this Declaration. Fences for lakefront Lots shall be black aluminum with a minimum height of four feet (4') and a maximum height of five feet (5'). Fencing for all other Lots shall be tan PVC with a maximum height of six feet (6'); provided, however, any eight feet (8') fence along the perimeter of the Lot may be replaced by the applicable Owner with eight feet (8') fence. The fencing must be placed no closer than five feet (5') from the rear of the Home and run along the inside of the property line. No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. In no event may the Committee approve any request for a fence to be placed in any drainage easement within the Property. Any fences installed by Declarant shall not be altered, modified or changed without the Committee's prior written consent. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence and the gate. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed, which if approved, is required to be placed on the inside of the fence. No Owner shall be permitted to attach to any

perimeter fence or wall located within any of the Buffers, or to otherwise fence-in or enclose any portion of a Buffer or other Common Area.

Notwithstanding that an Owner has obtained the approval of the Committee to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., utility provider, County or the City), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Committee approval required by Article VIII hereof.

Section 19. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association. The foregoing prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations and shall be installed at the rear side of the

Home to avoid street view. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 19 shall not apply to Declarant.

Section 20. IMPROVEMENTS. No Improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, shed, play structure, tennis court, basketball courts, bocce courts, pickle ball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, street lights and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Committee, including, but not limited to, painting the Home, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 21. FLAGS. An Owner may display in a respectful manner up to two of the following portable, removable flags, not larger than 4 1/2 feet by 6 feet: (a) United States flag, (b) official flag of the State of Florida, (c) a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, (d) a POW-MIA flag, or (e) a first responder flag pursuant to Florida Statutes Section 720.304(2). An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one other flag permitted pursuant to the preceding sentence. Such additional flag must be equal in size to or smaller than the United States flag. Notwithstanding the foregoing, no restrictions or other requirements in this Section shall apply to any flags if such flags are not visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any) and neither the Association nor the Committee shall implement or enforce any covenant, rule or guideline in violation of Section 720.3045 of the HOA Act. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the City and/or County and all setback and locational criteria contained in this Declaration.

Section 22. GARAGES. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 23. HURRICANE SHUTTERS. No hurricane shutters may be installed without the prior written consent of the Association and the Committee, which consent may not be

unreasonably withheld. If the installation of hurricane shutters is made which does not conform to the specifications approved by the Association and the Committee, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed.

Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing any portion of the Community, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("**Hurricane Shutter Time Period**").

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

Section 24. WINDOW DECOR. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted. Window tinting is permitted provided that the type and method of tinting is first approved by the Committee.

Section 25. BASKETBALL BACKBOARDS. No garage, roof mounted, or in-ground mounted basketball backboards are permitted. Temporary or portable basketball backboards shall be permitted so long as they are stored in the garage when not in use.

Section 26. YARD SALES. No yard sales, garage sales or neighborhood sales shall be permitted on any Lot or any other area in the Community unless approved in writing by the Board.

Section 27. ENERGY CONSERVATION EQUIPMENT. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Committee. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Home; and all such equipment shall be painted consistent with the color scheme of the roof of the Home. This provision is not intended to prohibit the use of solar energy devices.

Section 28. BOARD'S RULE MAKING POWER. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of any portion of the Community as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of the Community without discriminating on the basis of whether a Home is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Homes within the Community for sale in the ordinary

course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

Section 29. COMPLIANCE WITH DOCUMENTS. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Community Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Community. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as a Special Assessment.

Section 30. NO IMPLIED WAIVER. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other the Community Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Community Documents.

Section 31. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Homes by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) from time to time, regardless of whether before, on or after the Turnover Date, as Declarant determines to be necessary or desirable to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development, construction, marketing and sales of the Community and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to Declarant or to Lots and Homes owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.

Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home or a Lot if such additions,

changes or alterations are not visible from the Lot's frontage or an adjacent Lot, an adjacent Common Area, or a community golf course (if any) and neither the Association nor the Committee shall implement or enforce any covenant, rule or guideline as described in Section 720.3035(1)(b) of the HOA Act. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

**ARTICLE XI**  
**DAMAGE OR DESTRUCTION TO COMMON AREA**

Damage to or destruction of all or any portion of the Common Area shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Common Area exceeds said proceeds by over One Hundred Thousand Dollars (\$100,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any

excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

## **ARTICLE XII**

### **INSURANCE AND CONDEMNATION**

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to the Community in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association, the City and, until Declarant no longer owns any Lot with the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The insurance shall not include any exclusion that would deny coverage from the operation of sewer lines and shall provide thirty (30)- day written notice to the City prior to cancellation or modification of any insurance referred to herein. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created and the amount of which shall be determined by the Board, from time to time.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Area and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

### **ARTICLE XIII** **GENERAL PROVISIONS**

Section 1. CONFLICT WITH OTHER COMMUNITY DOCUMENTS. In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations shall control, in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by

United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 7785 Baymeadows Way, Suite 105, Jacksonville, Florida 32256, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 7785 Baymeadows Way, Suite 105, Jacksonville, Florida 32256, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of Common Area. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself and its affiliates, and Declarant, its affiliates and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside the Community, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, its successors and/or assigns, shall have access to the Common Area and other facilities at all times during the Development and Sale Period and the Association shall not impede any such access, and no Owner or the Association shall do any act which may interfere with Declarant having access to the Common Area and other facilities. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be allowed to use the Common Area and other facilities for sales meetings and sales related functions and for other business purposes or functions Declarant determines in its sole discretion. Declarant, its affiliates and their respective nominees, may exercise the foregoing rights without notifying the Association and/or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Common Area (including, without limitation, all drainage easements and utility easements, whether located on a Lot or Common Area) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of the Community and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Community Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 6 and the terms of Article III applicable to the annexation of Additional Property hereunder by Declarant, the term "**Declarant**" shall include any "**Lender**" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of

Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Community Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time (whether before or after the Turnover Date) of all or any portion of the Common Area in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right, it is acknowledged by the Association and all Owners that Declarant is performing any such inspection for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED, TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER, FOR THEMSELVES AND EACH OF THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES AS FOLLOWS: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT THE OWNER, OCCUPANT OR USER IS AT RISK OF SUFFERING INJURY TO BOTH THEIR PERSON AND/OR PROPERTY AS A RESULT OF ENTRY UPON ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED. EACH OWNER, OCCUPANT AND USER EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (iv) THAT EACH OWNER, OCCUPANT AND USER HEREBY RELEASES, WAIVES, DISCHARGES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS AND AFFILIATES, AND ITS BOARD SUPERVISORS AND STAFF, AND EACH OF THEIR RESPECTIVE PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, AND ANY SUBSEQUENT DECLARANT (THE "RELEASED PARTIES") FROM

ALL LOSSES, CLAIMS, COSTS, LIABILITIES, DAMAGES (INCLUDING COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, BODILY INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ANY OR ALL OF THE RELEASED PARTIES OR ANYONE ELSE), AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (v) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (vi) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE COMMUNITY.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof and/or the promulgation of any rules and regulations established by the Board complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

A. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of the Community; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

B. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning at least two-thirds (2/3) of all Lots (the "**Owners Approval Threshold**"); together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning the Owners Approval Threshold may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. Notwithstanding the forgoing, after the Turnover Date, the Owners Approval Threshold shall be Owners owning at least eighty percent (80%) of all Lots with respect to any amendment to any of the following:

- (i) This Section 8(B) of Article XIII;
- (ii) Section 12 of Article XIII of this Declaration (Approval of Association Lawsuits By Owners); or

(iii) Article XVI of this Declaration (National Wildlife Federation Certified Habitats).

C. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

D. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Community Documents without the specific written approval of such party affected thereby. In addition, and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIII and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

E. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

F. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

G. Any proposed amendment to the Declaration which would affect the Surface Water and Storm Water Management System (including environmental conservation areas and the water management portions of the Common Area), shall be submitted to the Water Management District and the City if necessary and any other governmental or quasi-governmental agency having jurisdiction over the Surface Water and Storm Water Management System for a determination of whether the proposed amendment necessitates a modification of the Water Management District Permit for the Property.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind

the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Community Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "**Listed Mortgagee**") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(1) Any condemnation, loss or casualty loss which affects any material portion of the Common Area;

(2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Community Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Community Documents, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Community Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Community Documents;
- (d) the enforcement of Association rules;
- (e) the enforcement of the architectural guidelines;
- (f) the enforcement of a contract entered into by the Association with vendors providing services to the Association;
- (g) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Area or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or
- (h) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. SECURITY. The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. 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 Home, and their respective families and invitees, that the Association, the Board, Declarant, committees, or any other persons involved with the governance, maintenance, and management of

the Property are not 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 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 it otherwise might be. However, neither the Association, the Board, the management agent of the 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.

NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. THE ASSOCIATION, DECLARANT, AND ANY SUCCESSOR DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, DECLARANT AND/OR ANY SUCCESSOR DECLARANT. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS,

GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 15. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 16. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

Section 17. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREA, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 18. CERTAIN RESERVED RIGHTS OF DECLARANT WITH RESPECT TO COMMUNITY SYSTEMS. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the City, for which service(s) Declarant shall have the right to charge any users a fee (which shall not exceed any maximum allowable charge provided for in the applicable ordinances of the City);

(c) the continuing right to air conditioned space within and/or on the Common Area, if any, as Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any Improvements constructed on the Common Area, if any; and

(d) the exclusive right to offer and provide from time to time to the Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 19. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to the Community by Declarant (hereinafter, collectively, the “**Modifications**”) and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney in fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of the Community, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner’s agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 19 may not be amended without Declarant’s prior written consent.

Section 20. DECLARANT’S RESERVATION OF RIGHTS. Notwithstanding anything contained herein or in any of the other Community Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of the Property, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses.

Section 21. ANIMAL, REPTILE AND WILDLIFE HAZARDS. Florida’s natural areas, which include conservation areas, conservation easement property, wetland preservation areas and lakes, provide habitat for many wild animals and reptiles, including possible bears, poisonous snakes and alligators. Animals can be upset by human presence and unexpectedly become aggressive or harmed by efforts to avoid you.

All Owners, and their family members, guests, invitees and lessees, should always follow the suggestions listed below to assist in human protection from a potentially unpleasant experience as well as the protection of our wildlife:

- (a) Any wild animal can be dangerous. Always be cautious and observant.
- (b) Do not feed the wildlife. Food meant for human consumption can harm an animal. Animals that get food from humans may become aggressive.

- (c) Help keep wildlife "wild" by keeping your distance and avoid interaction with all wildlife. Move away from animals without disturbing them and do not block an animal's path.
- (d) Photograph and observe wildlife from a safe distance, by using binoculars, spotting scopes or telephoto lenses.
- (e) If an animal or reptile approaches you, move away and maintain a safe distance.
- (f) Do not walk pets within or near any natural area, or near any bodies of water.
- (g) Keep young children at a safe distance from natural areas and bodies of water.

Section 22. LAND USE AND TITLE DOCUMENTS. Each Owner, by his/her acceptance of a deed or other instrument conveying title to a Lot, acknowledges that such Lot is subject to certain title and land use documents and all related amendments, which, in addition to the Association's governing documents, may include other documents affecting title to the Lot recorded in the public records of the County in which the Lot is located and unrecorded land use or title documents (collectively, the "**Title Documents**"). Declarant's plan to build homes in the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. Some or all of the Title Documents may be outside Declarant's control and may be amended, assigned or terminated without Declarant's consent or even knowledge. To the extent Declarant is entitled to seek modification, assignment or termination of any of the Title Documents, Declarant hereby reserves the unconditional right to seek amendments and modifications of those. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of owners other than Declarant, Declarant by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Each Owner agrees, by his/her acceptance of a deed or other instrument conveying title to the Lot, to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents.

#### **ARTICLE XIV** **DISPUTE RESOLUTION**

Section 1. IN GENERAL. This Article XIV contains procedures concerning disputes between an Owner and the Association, as well as between (i) an Owner and/or Declarant and (ii) the Association and Declarant, related to the Community or each other. Regarding disputes between an Owner and Declarant, the procedures in this Article XIV do not replace Declarant's customer or warranty service procedures, and Owners are encouraged to resolve disputes through those procedures prior to initiating any procedures hereunder.

Section 2. DISPUTES BETWEEN ASSOCIATION AND OWNERS. All disputes, controversies, claims and demands between the Association and any Owner pertaining to the subject areas described in Section 4 below shall be governed by the procedures set forth in Section 4 below.

Section 3. DISPUTES BETWEEN ASSOCIATION/OWNER AND DECLARANT. Any and all claims, disputes and/or other controversy between the Association or any Owner and Declarant (or any Affiliated general contractor or Affiliated contractor, or any officer, director, member, shareholder, partner, employee or agent thereof, individually and collectively referred to as "Declarant" for purposes of this Article) or any non-Affiliated general contractor, non-Affiliated contractor, subcontractor, material supplier, individual product manufacturer, design professional or any other person or entity that provided materials, labor or other services to the Property or a Home on behalf of Declarant, relating to this Declaration, the use, condition, design, specifications, surveying, grading, construction, installation, budgeting and/or performance of any Improvements in the Common Area or the Home, whether based in contract, tort or statute violation, shall be subject to the provisions set forth in Section 4 below, and/or, with respect to any such disputes between an Owner and Declarant, the provisions of the purchase agreement between such Owner and Declarant and/or the provisions of any warranty provided by Declarant to such Owner.

Section 4. DISPUTE RESOLUTION. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN ANY OWNER AND THE ASSOCIATION AND/OR DECLARANT (COLLECTIVELY REFERRED TO AS THE "**BOUND PARTIES**" AND INDIVIDUALLY AS A "**BOUND PARTY**"), ARISING OUT OF OR RELATED TO THE PROPERTY, THE SUBDIVISION OR COMMUNITY OF WHICH THE PROPERTY IS A PART, THE SALE OF THE PROPERTY BY DECLARANT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY DISPUTE OVER (a) BREACH OF CONTRACT, (b) NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, (c) NONDISCLOSURE, (d) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, (e) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS, INCLUDING WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, (f) THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN, ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE PROPERTY, THE PARCEL/TRACT OR THE COMMUNITY OF WHICH THE PROPERTY IS A PART, (g) DECEPTIVE TRADE PRACTICES OR (h) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS DECLARATION, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS DECLARATION, OR ANY PROVISION OF THIS DECLARATION OR ANY EXHIBITS HERETO (EACH A "**DISPUTE**"), SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

a. THIS AGREEMENT TO ARBITRATION SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY

CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARBITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.

b. IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE BOUND PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES (“JAMS”) IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. IN THE EVENT JAMS IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE BOUND PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE BOUND PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER BOUND PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE BOUND PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

c. The Bound Parties expressly agree and acknowledge that this Declaration involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1 et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule. Accordingly, any and all Disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act.

d. This arbitration agreement shall inure to the benefit of, and be enforceable by, each Owner, Declarant and Declarant’s Affiliates and related entities, the Association, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom any Owner or the Association contends is responsible for any alleged defect in or to the Property or any improvement or appurtenance thereto. The Bound Parties contemplate the inclusion of such Bound Parties in any arbitration of a Dispute and agree that the inclusion of such Bound Parties will not affect the enforceability of this arbitration agreement.

e. In the event any Dispute arises under the terms of this Declaration or in the event of the bringing of any arbitration action by a Bound Party hereto against another Bound Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the Bound Party of the other Bound Party arising out of this Declaration, then in that event the prevailing party shall be awarded from the other party all costs and expenses in any way related to the Dispute, including actual attorney and paralegal’s fees, accounting and engineering fees, and any other professional fees resulting there from as awarded by court or arbitrator.

f. The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration.

g. The decision of the arbitrator shall be final and binding. The Bound Parties expressly agree that an application to confirm, vacate, modify, or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in the County in which the Property is located.

h. To the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

i. The participation by any party, or any party whom the Association or any Owner contends is responsible for a Dispute, in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this arbitration agreement and/or who cannot otherwise be compelled to arbitrate.

j. Fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Bound Parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be allocated and borne as determined by the arbitrator. Notwithstanding the foregoing, the Bound Parties shall each be solely responsible for their own attorney fees and expert witness costs.

k. The arbitrator appointed to serve shall be a neutral and impartial individual.

l. The venue of the arbitration shall be in the County where the Property is located unless the parties agree in writing to another location.

m. If any provision of this arbitration agreement shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

n. The parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.

o. Any and all Disputes between Declarant and the Association arising from or related to the Community, this Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with this Declaration.

p. Pre-Arbitration Dispute Resolution Provision: For all Disputes, the Bound Parties agree to follow the pre-arbitration procedures set forth below. The Dispute resolution provisions of this Declaration are intended to grant certain rights to Declarant and/or the

Association which are in addition to those rights provided in Chapter 558, Florida Statutes (“**Chapter 558 Notice of Claim**”), as it exists at the time this Declaration is recorded. If a court of law should determine that any of the terms of this Declaration conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

i. Notification. The Association and all Owners agree to provide Declarant, with written notice of any matters relating to a Dispute as soon as is reasonably possible after the Association or any Owner becomes aware, or should have become aware, of such matters and Dispute. Additionally, in accordance with the requirements of Chapter 558 Notice of Claim, the Association and all Owners must comply with and is hereby advised of the following:

**ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

ii. Cooperation; Access; Repair. The Association and each Owner agree to provide Declarant and its representatives, contractors, and others as Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Property, in order to facilitate Declarant’s investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Property, Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Property.

NOTICE: THE BOUND PARTIES AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT (ARTICLE XIV OF THIS DECLARATION) ENTITLED, “DISPUTE RESOLUTION – ARBITRATION” DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND THE BOUND PARTIES ARE GIVING UP ANY RIGHTS THE BOUND PARTIES MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THE BOUND PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF ANY OWNER OR DECLARANT AND/OR THE ASSOCIATION REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THE OWNER OR DECLARANT AND/OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. THE BOUND PARTIES’ AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THIS DECLARATION PROVIDES THAT ALL DISPUTES BETWEEN THE BOUND PARTIES WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH ABOVE. THIS MEANS THAT THE BOUND PARTIES EACH GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY TO ASSERT OR DEFEND

RIGHTS UNDER THIS DECLARATION. THE BOUND PARTIES RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. THE BOUND PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES FOLLOWED IN A COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

THE BOUND PARTIES UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARTICLE ENTITLED "DISPUTE RESOLUTION – ARBITRATION" TO NEUTRAL, BINDING ARBITRATION.

#### **ARTICLE XV** **SURVEILLANCE CAMERAS**

Each Owner, by acceptance of a deed or title to a Lot in the Community, acknowledges and agrees without the need for any further consent or acknowledgement that there may be surveillance cameras located within and directed towards the Common Area of the Community (inclusive of select areas within and outside of its facilities) and that such surveillance cameras are neither a violation of or an infringement upon any privacy rights Owners may have (if any) nor are the recordings from such cameras intended to capture private property. The installation of surveillance cameras is not a service to the Owners and such cameras are merely installed as an access control measure, as well as a potential deterrent to crime and possibly to aid in criminal identification. The surveillance cameras will be placed in such locations within the Common Area as the Board determines in its sole discretion from time to time, subject to the limitations herein. The surveillance cameras are intended to be visible and not hidden from view. Cameras will not be installed in "private" places where residents would have a reasonable expectation of privacy, such as changing rooms, locker rooms or bathrooms.

The surveillance cameras may be real or fake (operational or non-operational). Fake surveillance cameras are not recording activity. The real surveillance cameras will not be monitored by individuals, but rather will visually record activity within the area the surveillance cameras are installed. The surveillance cameras will not record sound. All recordings will be kept by the Association for such period of time as determined by the Board in its sole discretion or as may be required by law.

Each Owner also acknowledges and agrees that the surveillance cameras cannot prevent crime and may not be of assistance in solving a crime. Further, the Association, the Board and its Committees, the Association's management company and Declarant offer no guaranty of additional protection, safety or security and assume no further or unintended liability by virtue of installing and operating such surveillance cameras.

Recordings from the surveillance cameras have restricted access for a limited time period and may only be viewed by "**Authorized Viewers**" (as hereinafter defined) if something unexpectedly happens within the Community such as a crime, damage to property, injury to a person or an alleged rule violation. Such recordings are not deemed official records under Florida statutes to which an Owner has a right of access. For purposes of the foregoing sentence, viewing

can be done by the following only: Board members, Declarant, the property manager and/or law enforcement personnel investigating an actual or alleged crime, damage to property, injury to a person or rule violation and to others who can either produce a subpoena or articulate a compelling and legitimate reason for needing access as determined in the Association's sole discretion (collectively, the "**Authorized Viewers**"). Owners do not have the right to view the recordings without a subpoena. Notwithstanding the foregoing sentence, the Board reserves the right, but not the obligation, to appoint an "access control committee" with approved access to view the video footage for the reasons set forth above only.

The Association shall post signage prominently at the entrance to the Community informing anyone who enters that there are surveillance cameras recording activities within the Community, are solely for deterrence, access control and evidence-gathering, and that the cameras have not been installed to provide any guarantee of protection, safety or security. The purpose of such signage is to communicate to the residents (and their invitees) that the security cameras are solely for deterrence, access control and evidence-gathering, the cameras have not been installed to provide any guarantee of protection, safety or security and are not a substitute or the equivalent of those measures personally taken by an Owner in protecting his/her own property. If surveillance cameras are installed within the pool area, the Association shall post signage informing that there are surveillance cameras within the pool area.

Each Owner further acknowledges, understands, and covenants to inform all occupants of its Home, and their respective families and invitees, that neither the Association, its Board and committees, the Association's management company, nor Declarant, 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, homes, and the contents of homes, and further acknowledge that neither the Association, its Board and committees, the Association's management company, nor Declarant have made representations or warranties regarding the surveillance cameras 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 surveillance cameras which may exist for the Community are intended to monitor access to the Property but are not intended to constitute any assurance that the Property is secure from entry or intrusion by non-owners and non-occupants. Neither the Association, the Board and its Committees, the Association's management company, 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 whatsoever by reason of failure of the surveillance cameras to record any activity or prevent a crime, injury or damage. No representation or warranty is made that the surveillance cameras cannot be compromised or circumvented, nor that the surveillance cameras will prevent loss or provide detection or protection.

ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT AND/OR ANY SUCCESSOR DECLARANT HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY

CRIME OR OTHER ACT WITHIN THE COMMUNITY. THE ASSOCIATION, THE BOARD OR ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT, AND ANY SUCCESSOR DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY. THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT, AND ANY SUCCESSOR DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE OF THE SURVEILLANCE CAMERAS TO PROVIDE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT AND/OR ANY SUCCESSOR DECLARANT.

**ARTICLE XVI**  
**NATIONAL WILDLIFE FEDERATION CERTIFIED HABITATS**

Section 1. NATIONAL WILDLIFE FEDERATION AND NWF CERTIFIED WILDLIFE HABITATS®. The National Wildlife Federation ("NWF"), a 501(c)(3) non-profit conservation organization, works across the country to preserve the values of conservation, increase America's fish and wildlife populations, and enhance their capability to thrive in a rapidly changing world. To achieve such goals, NWF certifies certain areas as National Wildlife Federation Certified Wildlife Habitats®, in order to improve and preserve natural areas for the benefit of wildlife.

Section 2. NWF CERTIFIED WILDLIFE HABITATS® IN TAYLOR MORRISON COMMUNITIES. Taylor Morrison Home Corporation ("TM"), an affiliate of Declarant, is dedicated to creating and curating residential communities that elevate residents' living experiences through a multitude of offerings, including, without limitation, harmony with the nature and sense of pride and ownership in conserving, protecting and restoring wildlife habitats. To that end, TM has partnered with NWF to create and maintain National Wildlife Federation Certified Wildlife Habitats® within certain Common Areas of this Community and other communities developed by TM affiliates nationwide. National Wildlife Federation Certified Wildlife Habitats® within TM-affiliated communities may include, but are not limited to, Certified Habitat Open Space, Certified Monarch Gardens, and Certified Nature Play Spaces™.

Section 3. MAINTENANCE REQUIREMENTS AND HABITAT STEWARDSHIP COMMITTEE. To maintain the certification of the National Wildlife Federation Certified Wildlife Habitats®, the Community must adhere to the specific requirements delineated in the "Habitat Management Plan" for this Community ("**Habitat Management Plan**"), which plan shall be prepared and approved by NWF, may be amended by NWF from time to time, and shall be available for review at the Association's office or through electronic delivery upon any Owner's written request. Those requirements may include, without limitation, (a) engaging maintenance contractors who are knowledgeable about wildlife conservation and qualified to maintain National Wildlife Federation Certified Wildlife Habitats®, (b) preventing undue disturbance to the National Wildlife Federation Certified Wildlife Habitats®, (c) filing annual reports and monitoring data, (d) maintaining documentation regarding environmental conditions, and (e) paying an annual re-certification fee to NWF. The Habitat Management Plan also sets forth standards and guidance for the preservation of natural areas and the promotion of successful long-term habitat stewardship.

The Association shall appoint a committee (a “**Habitat Stewardship Committee**”) to be responsible for (i) executing the Habitat Management Plan, (ii) maintaining all National Wildlife Federation Certified Wildlife Habitats® in the Community to the standards set forth in the Habitat Management Plan, and (iii) enforcing other elements and requirements in the Habitat Management Plan to maintain such certification. The Association shall have the right to enact the charter for the Habitat Stewardship Committee and amend the same from time to time, which charter shall set forth the composition of the committee members, their term of service and other matters commonly seen in similar charters. All costs and expenses of maintaining the National Wildlife Federation Certified Wildlife Habitats® within this Community and such certification (including, without limitation, complying with all of the requirements thereof or relating thereto) shall be an Operating Expense included in the Association’s annual budget to be paid by each Owner through regular assessments pursuant to this Declaration.

Section 4. TERM AND AMENDMENT. Wildlife habitat restoration and protection is a long term investment. In addition, it is important to protect the interests and expectation of Owners who purchased Homes in the Community recognizing and identifying with the unique values of National Wildlife Federation Certified Wildlife Habitats®. Accordingly, the Association, directly or through the Habitat Stewardship Committee, shall continue to maintain the National Wildlife Federation Certified Wildlife Habitats® in the Community and such certification pursuant to this Article XVI.

Section 5. DISCLAIMERS; WAIVER OF CLAIMS AND INDEMNITY AND RELEASE OF LIABILITY. The National Wildlife Federation Certified Wildlife Habitats® in the Community are designed and anticipated to attract birds and wildlife. The presence of certain wildlife may be a danger to people (especially children and the elderly) and pets. Owners and their tenants and guests and others working in or visiting the Community must remain vigilant and closely watch their children, others in their custody, and their pets in the Community and particularly in the vicinity of or inside any National Wildlife Federation Certified Wildlife Habitats®. There also may be, from time to time, transmission of odors due to the presence of wildlife.

By accepting a deed to a Lot, each Owner, on behalf of themselves, all of their Participants, and their respective heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates, understands and acknowledges that being in close proximity to and/or participating in Activities on, within, and/or near the National Wildlife Federation Certified Wildlife Habitats® within TM-affiliated communities, including, without limitation, Certified Habitat Open Spaces, Certified Monarch Gardens, and Certified Nature Play Spaces™, involve inherent risks and dangers, and that any person in close proximity to such areas or Participant may sustain Injury, including, without limitation, serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage. Such risks may include, but are not limited to, walking and climbing on natural rock beds which could be slippery, steep or unstable; falling and/or tripping hazards, such as tree stumps and rocks; sharp hazards, such as sticks and rocks, which may result in Injury, including, without limitation, cuts, scrapes, splinters, and bruising; interaction with insects or wildlife, which may result in Injury, including, without limitation, bites and infestations by mosquitoes, ticks, chiggers, fleas or other insects that may be present; and Injury or infection by wild animals that may be present in such areas, including, but not limited to, birds, skunks, opossum, raccoons; snakes, lizards, frogs, badgers, moles, squirrels,

stray dogs, and/or stray cats. Such risks and dangers may be caused by a Participant's own actions or inactions, the actions or inactions of others, the condition of such areas, adverse weather conditions, or the negligence of the Released Parties, TM, and the Habitat Stewardship Committee, and their respective employees, owners, directors, officers, consultants and agents (collectively, the "NWF Released Parties").

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE VOLUNTARILY AND FREELY ASSUMED ALL RISKS AND DANGERS THAT MAY OCCUR AS A RESULT OF BEING ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITATS® AND/OR PARTICIPATING IN ANY ACTIVITY ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITATS®, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

By accepting a deed to a Lot, each Owner, for themselves, all of their Participants, and their respective heirs, successors, executors, administrators, legal representatives, permitted assigns, and subrogates, (i) KNOWINGLY AND INTENTIONALLY WAIVES, RELEASES, AND HOLDS HARMLESS, to the fullest extent permitted by law, the NWF Released Parties from and against any and all claims, damages, causes of action or other liabilities resulting from or relating to any National Wildlife Federation Certified Wildlife Habitats® in the Community or their access to or Activities in or around any National Wildlife Federation Certified Wildlife Habitats®, (ii) shall be deemed to have understood, acknowledged, and agreed that (a) the NWF Released Parties have no duty to supervise the Activities of any Participant or any other person on, within, and/or near the National Wildlife Federation Certified Wildlife Habitats®, (b) there will be no supervision whatsoever by the NWF Released Parties of any Activities that the Owner, other Participants, or persons may participate in at any time, and (c) the NWF Released Parties assume no responsibility or liability for the acts or omissions of any such persons nor for loss, damage or any kind of Injury sustained by any person as a result of, in connection to, or arising out of the National Wildlife Federation Certified Wildlife Habitats®, and (iii) shall be deemed to have expressly assumed all risks associated with each and every Activity, as well as all improvements, fixtures and equipment, whether natural, manmade, or otherwise, associated with each and every Activity.

If any term or provision of this Section is deemed invalid, illegal, or unenforceable in any respect, this Section shall be construed without the effect of such term or provision, and shall continue in full force and effect, and each Owner shall continue to be bound by this Section, but without giving effect to such term or provision.

EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE CAREFULLY READ, FULLY UNDERSTOOD, AND FREELY AND VOLUNTARILY ACCEPTED THE TERMS OF THIS SECTION, INCLUDING THE PARAGRAPH ABOVE BY WHICH EACH OWNER WAIVES, RELEASES, AND HOLDS HARMLESS THE NWF RELEASED PARTIES AS MORE PARTICULARLY SPECIFIED THEREIN. BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND CONSENTED TO GIVING UP CERTAIN LEGAL RIGHTS.

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR HOME OR BY USE OF THEIR HOME, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT IF THE OWNER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES, OR WAIVERS ON BEHALF OF A PARTICIPANT, THE OWNER AND/OR OTHER PARTICIPANT(S) WILL NOT PARTICIPATE IN THE ACTIVITY OR ACTIVITIES LOCATED ON, WITHIN, AND/OR NEAR THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITATS® AND WILL IMMEDIATELY LEAVE THE NATIONAL WILDLIFE FEDERATION CERTIFIED WILDLIFE HABITATS®, OTHERWISE THE CONTINUED PRESENCE OF THE OWNER AND/OR OTHER PARTICIPANT(S) WILL BE DEEMED AS EXPRESS CONSENT TO THE TERMS AND CONDITIONS OF THIS ARTICLE, IN ITS ENTIRETY.

*[Signature pages to immediately follow.]*





EXHIBIT "A"

Legal Description of Property

ALL THOSE TRACTS OR PARCELS OF LAND SHOWN ON THAT CERTAIN PLAT OF COOPER'S MEADOWS AKA COOPERS MEADOW, RECORDED IN PLAT BOOK 82, PAGES 132 THROUGH 141, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA (THE "**COOPERS MEADOW PLAT**"); LESS AND EXCEPT TRACT LS (LIFT STATION) OF THE COOPERS MEADOW PLAT.

EXHIBIT "B"

ARTICLES OF INCORPORATION  
OF  
COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC.



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 28, 2024

CORPORATE ACCESS, INC.

The Articles of Incorporation for COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC. were filed on June 27, 2024 and assigned document number N24000007865. Please refer to this number whenever corresponding with this office regarding the above corporation.

The certification you requested is enclosed.

PLEASENOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the filed date or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Any charitable organization intending to solicit contributions in Florida from the public are required to register annually with the Division of Consumer Services. For more information, please go to [www.freshfromflorida.com/division-offices/consumer-services/business-services/charitable-organizations](http://www.freshfromflorida.com/division-offices/consumer-services/business-services/charitable-organizations).

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Genesis R Kersey, Regulatory Specialist II  
New Filing Section

Letter Number: 024A00014224

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

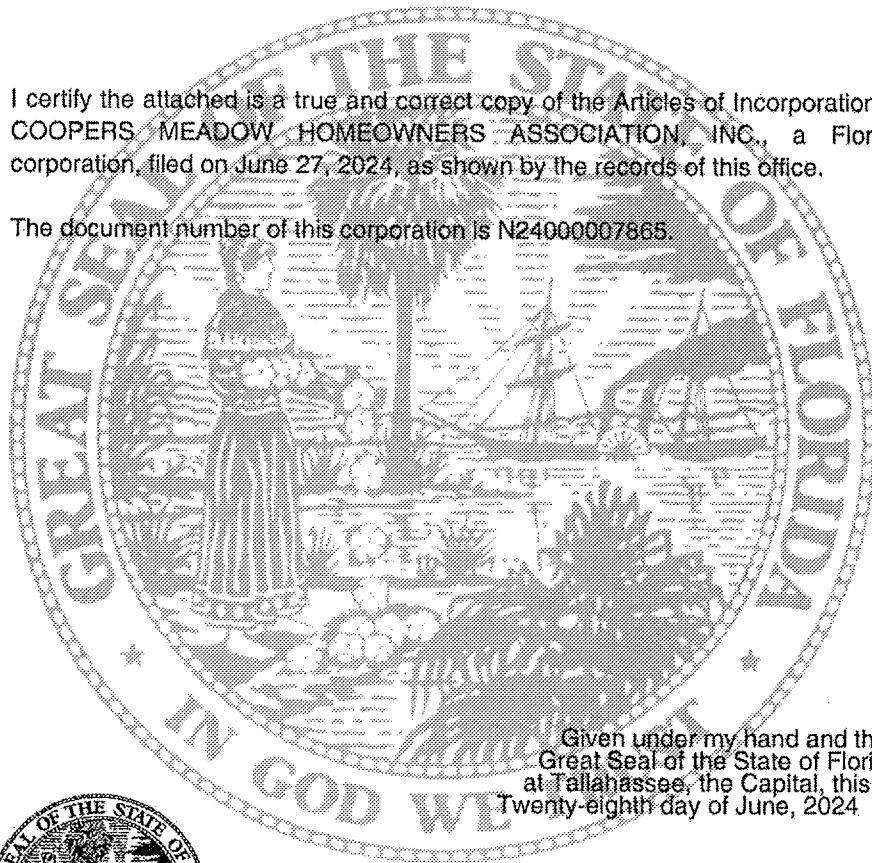
# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on June 27, 2024, as shown by the records of this office.

The document number of this corporation is N24000007865.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of June, 2024.



Cord Byrd  
Secretary of State

CR2E022 (01-11)

ARTICLES OF INCORPORATION  
OF  
COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC.

(A Florida Corporation Not for Profit)

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, *Florida Statutes*, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

**ARTICLE I. NAME AND LOCATION**

The name of this corporation shall be **Coopers Meadow Homeowners Association, Inc.** (hereinafter referred to as the "**Association**"), and its initial office for the transaction of its affairs shall be 7785 Baymeadows Way, Suite 105, Jacksonville, Florida 32256.

**ARTICLE II. PURPOSES**

This Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Coopers Meadow (hereinafter referred to as the "**Community**"), and the specific purpose is to perform the functions of the Association contemplated in the Declaration for the Community recorded or to be recorded in the public records of Duval County, Florida (hereinafter referred to as the "**Declaration**"); all initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.), as the same may in the future be amended, which purposes shall include but not be limited to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish rules and regulations;
- (e) Sue and be sued;
- (f) Pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (g) Maintain, repair and replace Common Areas as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Areas; and
- (h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

**ARTICLE III. MEMBERSHIP AND VOTING RIGHTS**

**A. Eligibility.** Every person, whether an individual, corporation or other entity, who is the record owner of a Lot that is subject to Assessment pursuant to the Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person shall be a Member. An Owner of more than one Lot is entitled to membership for each Lot owned. No person other than an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession.

If more than one person owns a fee interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing by such co-tenants by the entireties.

**B. Classes of Membership and Voting; Turnover.** The Association shall have two (2) classes of voting membership - Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lot of the Community except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner. Members shall be entitled to cast votes in the manner specifically prescribed in the Bylaws and as further provided in the other Governing Documents. There shall be no cumulative voting for Directors or any other matters.

The right to elect or appoint directors prior to and after Turnover (meaning termination of Class B membership) shall be in accordance with the provisions of the Declaration and the Act. Upon Turnover, all provisions of the Declaration, Articles of Incorporation, Bylaws or the other Governing Documents referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

**C. Transferability.** Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

**ARTICLE IV. TERM OF EXISTENCE**

The Association shall have perpetual existence. In the event the Association is dissolved, the Association shall ensure that the maintenance of the surface water management system, is delegated, transferred or assigned to a similar not-for-profit corporation which would comply with Section 62.330, F.A.C.

**ARTICLE V. INCORPORATOR**

The name and address of the Incorporator to these Articles of Incorporation is the following:

Jim Sprott

7785 Baymeadows Way, Suite 105,  
Jacksonville, Florida 32256

**ARTICLE VI. MANAGEMENT**

The affairs of the Association shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the Bylaws or by the Board from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board in the last quarter of each fiscal year in the manner prescribed in the Bylaws, and shall hold office until their respective successors are duly elected and qualified; provided, however, that Declarant shall be entitled to solely appoint all members of the Board prior to Turnover. The Board shall elect a President, a Vice President, and a Secretary-Treasurer, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Association except with respect to those who are elected by Declarant. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the Bylaws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the Bylaws of the Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board (but not a majority of the directors until Turnover has occurred) if 50% of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

**ARTICLE VII. INITIAL OFFICERS**

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the Bylaws are the following:

- Jim Sprott – President
- Michael Owens – Vice President
- Chris Trahan – Secretary
- Carrolline Felver - Treasurer

FILED  
RECORDS SECTION  
JAN 11 2011  
11:00 AM  
CLERK OF DISTRICT COURT

**ARTICLE VIII. INITIAL BOARD OF DIRECTORS**

The number of persons constituting the Board of the Association shall be three (3) and the names and addresses of the members of such current Board, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the Bylaws, are the following:

- |                   |  |
|-------------------|--|
| Jim Sprott        | 7785 Baymeadows Way, Suite 105,<br>Jacksonville, Florida 32256 |
| Michael Owens     | 7785 Baymeadows Way, Suite 105,<br>Jacksonville, Florida 32256 |
| Chris Trahan      | 7785 Baymeadows Way, Suite 105,<br>Jacksonville, Florida 32256 |
| Carrolline Felver | 7785 Baymeadows Way, Suite 105,<br>Jacksonville, Florida 32256 |

**ARTICLE IX. BYLAWS**

The Bylaws of the Association have been adopted by the Board, as constituted under Article VIII above, at an organizational meeting of the Board. Thereafter, the Bylaws may be altered, amended, or rescinded only in the manner provided in the Bylaws.

**ARTICLE X. AMENDMENTS**

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) Prior to Turnover, the Board shall be entitled to consider amendments to these Articles of Incorporation and shall approve any such amendments upon not less than a majority vote of the directors (and no vote of the Association membership or approval by any party shall be required for such an amendment, except as may be otherwise specifically required herein).

(b) Subsequent to Turnover, the Board shall adopt a resolution setting forth the proposed amendment, and the Board shall direct that it be submitted to a vote at a meeting of the Members, which may be either the annual or a special meeting. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting. At such meeting, a vote of the total voting interests eligible to vote thereon shall be taken on the proposed amendment, and the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the total voting interests in the Association.

(c) No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to Declarant under the Governing Documents without the prior written consent of Declarant, which may be withheld for any reason whatsoever, as long as Declarant shall own any real property contained within the Community. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment which will affect any aspect of the surface water management system located within the Community shall be effective without the prior written approval of the South Florida Water Management District.

**ARTICLE XI. REGISTERED OFFICE AND AGENT**

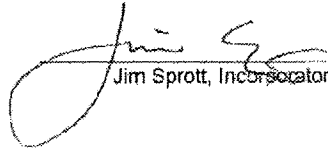
Pursuant to Section 48.091 and Section 607.0501, *Florida Statutes*, the name and address of the Initial Registered Agent for service of process upon the Association is:

Registered Agent Solutions, Inc.  
2894 Remington Green Ln., Suite A  
Tallahassee, FL 32308

The preceding address is also the address of the registered office of the Association.

[Signature follows on next page.]

Executed this 27<sup>th</sup> day of June, 2024

  
\_\_\_\_\_  
Jim Spratt, Incorporator

FILED  
2024 JUN 27 AM 9:47  
CLERK OF STATE  
Salem, Oregon

**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT**

The undersigned, having been named as registered agent and to accept service of process for **Coopers Meadow Homeowners Association, Inc.**, hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties and is familiar with and accepts the obligations of its position as registered agent.

Dated this 27th day of June, 2024.

**Registered Agent Solutions, Inc.**

*Samantha Niels*

By: \_\_\_\_\_

Name: Samantha Niels

Title: Assistant Secretary

FILED  
JUN 27 AM 9:17  
CLERK OF DISTRICT COURT  
STATE OF OREGON

EXHIBIT "C"

BYLAWS  
OF  
COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC.

**BYLAWS  
OF  
COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not for Profit)**

**ARTICLE I: Name and Location**

The name of the corporation is **COOPERS MEADOW HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

**ARTICLE II: Definitions**

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Coopers Meadow ("Declaration").

**ARTICLE III: Meeting of Members**

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in the county in which the Community is located or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the votes of the Class A membership.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 14 days prior to the date thereof (provided, however, in the case of an emergency, 2 days' notice will be deemed sufficient), stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein within the prescribed time. An affidavit shall be executed by the person providing the notice that the notice was delivered or mailed in compliance with this section and, once executed the affidavit shall be filed among the official records of the Association.

Section 5. **Quorum.** Members present in person, represented by proxy, or present by the prior electronic vote, entitled to cast at least 20% of the votes of the membership of the Association, shall constitute a quorum.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting in person or by electronic vote or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least 1/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these Bylaws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.**

(a) The Association has two (2) classes of voting membership: Class A and Class B.

(b) So long as there is Class B membership, Class A Members are all Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided by the Declaration, Class A Members are all Owners, including Declarant so long as such Declarant is an Owner.

(c) Class A Members shall be entitled to 1 vote per Lot owned, and there shall be only 1 vote per Lot. When Declarant becomes a Class A Member, Declarant shall have 1 vote for each Lot or Parcel still owned or to be constructed by Declarant within the Community.

(d) The vote of a Lot or Parcel may not be divided.

(e) The Class B Member shall be entitled to 9 votes for each Lot or Parcel owned by the Class B Member.

(f) If more than one person owns an interest in any Lot or Parcel, all such persons are Members, but there may be only one vote cast with respect to such Lot or Parcel. Such vote may be exercised as the co-Owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-Owner must file the name of the voting co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot or Parcel is held in a tenancy by the entirety, either tenant is entitled to cast the vote for such Lot or Parcel unless and until the Association is notified otherwise in writing.

(g) **Electronic Voting.** Electronic voting may occur in and for the Association under the terms and provisions of the following:

1. In order for electronic voting to occur on any Association matter, the Board must first pass a resolution authorizing same, which resolution must:

a. provide that Members receive notice of the opportunity to vote through an online voting system;

- b. establish reasonable procedures and deadlines for Members to consent, in writing, to online voting; and
- c. establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

2. Once such a resolution has been passed, elections and other membership votes may be conducted through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

- a. The Association shall provide each Member with a method or means:
  - (1) to authenticate the Member's identity to or within the online voting system;
  - (2) to confirm, at least 14 days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and
  - (3) that is consistent with the election and voting procedures in these Bylaws and the other Governing Documents; and

- b. The Association utilizes an online voting system that is able to:
  - (1) authenticate the Member's identity;
  - (2) authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;
  - (3) transmit a receipt from the online voting system to each Member who casts an electronic vote;
  - (4) permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors); and
  - (5) store and keep electronic ballots accessible to election officials for recount, inspection, and review.

3. (i) A Member voting electronically pursuant to or as a result of this subsection (g) shall be counted as being in attendance at the meeting for purposes of determining a quorum and (ii) any electronic votes cast pursuant to or as a result of this subsection (g) shall be deemed to be votes cast in person.

4. A Member's consent to online voting is and shall remain valid until the Member opts out of online voting pursuant to the procedures established by the Board.

5. This subsection (g) shall apply to any matter that requires a vote of the Members.

Section 10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

Section 11. **Right to Speak.** Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the

Board or by the membership, a Member or an Owner has the right to speak for at least 3 minutes on any item, provided that the Member or Owner submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member and Owner statements, which rules must be consistent with the provisions of this Section.

#### **ARTICLE IV: Directors**

Section 1. **Board of Directors.** Until Transfer of Control of the Association from Declarant to the non-Declarant owners, the affairs of the Association shall be managed by a Board of 3 directors. A director must be a Member, except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Declarant. Subsequent to Transfer of Control, the Board shall be comprised of not less than 3 directors and not more than 7 directors, such number to be determined by the Board from time to time. There shall be at all times a minimum of 3 directors.

#### Section 2. **Election of Directors.**

(a) Election of directors shall be held at the annual Members' meeting. Any Member shall have the right to self-nominate from the floor unless the Board prior to notice of the annual meeting establishes rules and procedures for advance candidacy only.

(b) The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

(d) Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

(e) Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board of Directors (but not a majority of the directors until Transfer of Control has occurred) if 50% of the Lots, And Parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

(f) Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

Section 3. **Term of Office.** Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

#### Section 4. **Composition of the Board of Directors; Eligibility.**

(a) In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.

(b) Upon Transfer of Control, a simple majority of directors shall be elected for a term of office to end at the second subsequent annual meeting of the Members of the Association, and the remaining directors shall be

elected for a term of office to end at the subsequent annual meeting of the Members of the Association. Following the initial election of non-Declarant Members, subsequent elections to the Board shall be for a 2 year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot or Parcel shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

(c) A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible to be a director.

(d) A Member who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible to be a director, unless such Members' civil rights have been restored for at least 5 years as of the date on which such Member seeks election to the board.

(e) The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible to be a director.

Section 5. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

Section 6. **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, an Owner has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Owner statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

Section 7. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be 3 days' notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

Section 8. **Meeting to Determine Assessments.** An Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Owners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 9. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of Lots, And Parcels in the Community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Owners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of Lots, And Parcels in the Association must include a statement that changes to the rules regarding the use of Lots and Parcels will be considered at the meeting.

Section 10. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 11. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 12. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, these Bylaws, or the laws of the State of Florida.

Section 13. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 15. **Petition by Members to Board to Address an Item of Business.** If twenty (20) percent of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60 days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 16. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. **Compensation.** No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

Section 18. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 19. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

(a) adopt and promulgate rules and regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

(b) suspend the voting and rights of a Member as described in the Declaration or as otherwise provided in the Act;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, including the establishment of the Assessments provided for in the Declaration; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 22. **Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 1/10<sup>th</sup> of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1. fix the amount of the Assessments to be levied against the Owners;

2. exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and

3. take appropriate and timely action against Members whose Assessments are in default;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(f) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

Section 23. **Compliance with Educational Requirement.** Each director, within 90 days after being elected or appointed to the Board, shall comply with the requirements of Section 720.3033(1) of the HOA Act.

**ARTICLE V: Officers**

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Owners, and the officers and employees of Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a 2/3 affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. **President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board of Directors or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

#### **ARTICLE VI: Fiscal Management**

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these Bylaws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide.

Section 3. **Budget.** The Board shall adopt an Annual Budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such Annual Budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the Annual Budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the particular Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 30 days after the due date, the assessment shall bear simple interest from the date of delinquency at

the rate of 18% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury and compound interest shall not be permitted. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the particular Lot or Parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. **General Assessments.** The Board shall adopt the General Assessments pursuant to the Declaration. The General Assessments contained in the Association's initial budget shall remain in effect until changed by action of the Board. The adoption of these Bylaws is action of the Board to fix and establish the General Assessments as contained in the Association's initial budget.

Section 6. **Other Assessments.**

(a) As contemplated by the Declaration, Special Assessments may be adopted by the Association to meet expenses which exceed the Annual Budget adopted by the Board of Directors. Such Special Assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose. Prior to Transfer of Control, Special Assessments may only be levied if a majority of the Owners other than Declarant has approved the Special Assessment by a majority vote at a duly called special meeting of the Association's membership at which a quorum is present.

(b) The Association shall impose and levy Specific Assessments in accordance with the Declaration.

Section 7. **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the Members in accordance with the financial reporting requirements of the Act.

**ARTICLE VII: Amendments**

Prior to Transfer of Control, amendments to these Bylaws shall be adopted by the Board of Directors without any requirement or necessity for a vote of the Association membership or for consent by any party, except as may be otherwise specifically required herein. Subsequent to Transfer of Control, these Bylaws may be altered, amended or added to at any duly called meeting of the Members, provided:

(A) Notice of the meeting shall contain a statement of the proposed amendment.

(B) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of two thirds (2/3) of the votes cast at a meeting called for such purpose.

(C) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of three fourths (3/4) of the votes cast at a meeting called for such purpose.

(D) No amendment to these Bylaws shall be made which affects any of the rights and privileges provided to Declarant under the Governing Documents without the written consent of Declarant for so long as Declarant owns any portion of the Property.

(E) Notwithstanding the foregoing, no amendment to these Bylaws which will affect any aspect of the Surface Water Drainage and Management System located on the Property shall be effective without the prior written approval of the WMD.

**ARTICLE VIII: Miscellaneous**

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

Section 4. The Board shall identify one Member to serve as the Association's "water conservation officer" to promote the efficient use of water for the Community (and if no such Member is identified, the President shall be deemed to be the "water conservation officer"). The duties of the "water conservation officer" shall include assistance in the implementation of the City's water conservation plan elements and assistance in promoting the rules and residential landscape irrigation restrictions imposed by the City and the WMD.

EXHIBIT "D"

WATER MANAGEMENT DISTRICT PERMIT

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**RECORDED NOTICE OF  
ENVIRONMENTAL RESOURCE PERMIT**

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**Document Prepared By:**

St. Johns River Water Management District (SJRWMD)

**Return to:**

<b>Name</b>	<b>Office of Records &amp; Regulatory Support</b>
<b>Agency Name</b>	St. Johns River Water Management District
<b>Street Address</b>	4049 Reid Street
<b>City, State Zip</b>	Palatka, FL 32177

<b>RE: Permit No.:</b>	168836-2
<b>Grantee:</b>	Curtis Hart Cooper Meadows, LLC
<b>Parcel ID:</b>	0028300030R, 0028320000R, 0028300000R
<b>County:</b>	Duval

**Notice**

The SJRWMD hereby gives notice that Environmental Resource Permit No 168836-2 has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland compensation areas, and docking facilities.

**Conditions**

The Permit is subject to the General Conditions set forth in Rule- 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

**Conflict Between Notice And Permit**

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

**This Notice Is Not An Encumbrance**

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

**Release**

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 9th day of August, 2023

Kaylie Peters  
For Agency

Agency Contact: Office of Records and Regulatory Support (ORRS) Office Director

STATE OF: Florida

COUNTY OF: Putnam

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9th day of August, 2023 by Kaylie Peters, Deputy District Clerk (name and title), of the St. Johns River Water Management District.

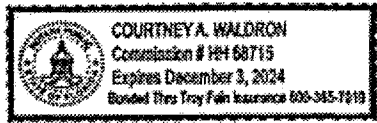
Courtney A Waldron  
Notary Public Signature

[Notary Seal]

Courtney A. Waldron  
Printed/Typed Name

Commission Number: HH68715

My Commission Expires: December 3, 2024



Parcel ID: 002830-0000, 002830-0030, & 002832-0000; Owner: Cooper Meadows LLC; Legal Description:  
15-1S-25E 1.69 PT NE1/4 OF SW1/4 RECD O/R 19861-466 BEING PARCEL 2, 15-1S-25E 18.83 PT NE1/4 OF  
SW1/4, PT W 20 FT OF SE1/4 RECD O/R 19861-466 BEING PARCEL 1, & 15-1S-25E 35.16 PT SE1/4 OF  
SW1/4 RECD O/R 19861-466 BEING PARCEL 3

**EXHIBIT "E"****COMMON AREA TRACTS EXHIBIT**

<b>TRACTS</b>	<b>USE</b>	<b>OWNED BY</b>	<b>MAINTAINED BY</b>
A	Open Space	Association	Association
C-1	Wetland Jurisdictional Area	Association	Association
C-2	Wetland Jurisdictional Area and Compensating Fill Area	Association	Association
P-1	Active and Passive Recreation	Association	Association
P-2	Passive Recreation	Association	Association
LS	Lift Station	JEA	JEA

