

(a) Prepared by and Return To:

Dream Finders Homes LLC  
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**AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND  
EASEMENTS  
FOR  
EVERLAKE**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** is made as of the 21st day of October, 2025, by **DREAM FINDERS HOMES LLC**, a Florida limited liability company, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

**WITNESSETH:**

**WHEREAS**, Developer has previously executed and recorded that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Everlake dated February 4, 2022 and recorded in Official Records Book 20133, Page 992, Public Records of Duval, Florida ("Existing Declaration"); and

**WHEREAS**, Developer desires to modify, amend and restate the Existing Declaration; and

**WHEREAS**, pursuant to Article 18, Section 18.6 of the Existing Declaration, Developer has the right to modify, amend and restate the Existing Declaration prior to Turnover (as defined in the Existing Declaration) upon the execution and recordation of an instrument executed by Developer; and

**WHEREAS**, Turnover has not occurred, and Developer currently is the owner of Lots and Units within the Community (as those terms are defined in the Existing Declaration) and therefore has the right, power and authority to modify, amend and restate the Existing Declaration as hereinafter provided; and

**WHEREAS**, Developer is the developer of the Property, as hereinafter defined, located in Duval County, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, and desires to subject the Property and additional property as may be added by subsequent amendment hereto, and in accordance with the terms and conditions hereof, to the provisions of this Declaration in order to provide a flexible and reasonable method for the administration, assessment and maintenance of the Community, providing access, ingress and egress to and from the Property, and for the administration assessment and maintenance of the Stormwater Management System for the entire Property.

**NOW, THEREFORE**, Developer hereby declares that the Existing Declaration is hereby modified, amended, restated and superseded by this Declaration and henceforth the covenants, restrictions and easements established herein shall be covenants running with the land and that all the Property, and any additional property as may be added by subsequent amendment hereto, and in accordance with the terms and conditions hereof, is herewith subject and subordinate to the terms, provisions and conditions hereof. Due to the voluminous nature of the amendments and modifications contained herein, pursuant to Section 720.306, Florida Statutes, for clarification, this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Everlake is provided below without stricken or double underlined text.

**Article 1**  
**DEFINITIONS; INTERPRETATION; PLAN OF DEVELOPMENT**

1.1 Definitions.

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Adjoining Unit" shall mean a Unit that shares a common structural wall with another Unit, and together form one Building.

(b) "Act" shall have the meaning set forth in Section 5.1(b) hereof.

(c) "Act's Age-Restricted Exemption Requirement" shall mean that at least eighty percent (80%) of the Homes in the Community are occupied by at least one (1) person fifty-five (55) years of age or older and the Community complies with the requirements of the Act and 24 C.F.R. § 100.305, 100.306 and 100.307, as amended.

(d) "Architectural Review Board" or "ARB" shall mean and refer to the committee of the Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration and in the Design Guidelines.

(e) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Association is attached hereto as **Exhibit "B"**.

(f) "Assessments" shall mean and refer to the various forms of payment to the Association, which are required to be made by Owners, as more particularly defined in Article 7 of this Declaration.

(g) "Assessment Charges" means all Assessments currently owed by each Owner, together with any late fees, interest and costs of collection, including reasonable attorneys' fees.

(h) "Association" means Everlake Homeowner's Association, Inc., a Florida not-for-profit corporation.

(i) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Association, from time to time.

(j) "Building" shall mean any structure having a roof supported by columns or walls for the housing or enclosure of persons or chattels.

(k) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. A copy of the Bylaws of the Association is attached hereto as **Exhibit "C"**.

(l) "City" means Jacksonville, Florida.

(m) "Common Property" shall mean and refer to the property described in **Exhibit "D"** attached hereto and made a part hereof, plus all property designated as Common Property in any future recorded supplemental declaration or deed of conveyance, together with the landscaping and any improvements thereon.

(n) "Community" shall mean and refer to the residential subdivision project known as Everlake, which is being developed on the Property. The Community shall include any Future Development Property made subject to this Declaration in accordance with the provisions hereof.

(o) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot/Unit.

(p) "County" shall mean and refer to Duval County, Florida.

(q) "Design Guidelines" shall mean and refer to the architectural and design guidelines promulgated by the Developer and revised by the ARB and the Board of Directors from time to time.

(r) "Developer" shall mean and refer to Dream Finders Homes LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

(s) "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

(t) "Future Development Property" shall mean and refer to such property located adjacent or contiguous to the Property, any or all of which may, but none which shall be obligated to, be brought within the Property. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE FUTURE DEVELOPMENT PROPERTY SHALL NOT BE DEEMED BURDENED BY THE TERMS AND CONDITIONS OF THIS DECLARATION UNLESS AND UNTIL SAME (OR ANY PORTION THEREOF) IS BROUGHT HEREUNDER BY A SUPPLEMENTAL DECLARATION DULY EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY.

(u) "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on Lots or the Property.

(v) "Initial Improvements" means the initial, original construction of Lots and Units and related Improvements and the initial landscaping upon the Lots constructed or installed by Developer.

(w) "Lot" shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Developer from time to time and, after the conveyance thereof by Developer to an Owner other than the Developer, the lot legally described in the deed of such conveyance.

(x) "Master Association" shall mean and refer to Aterro Master Association, Inc., a Florida not-for-profit corporation.

(y) "Master Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Aterro recorded in Official Records Book 19518, Page 2291, of the public records of Duval County, Florida, as amended and supplemented from time to time.

(z) "Master Declarant" shall mean and refer to the "Declarant" defined in the Master Declaration.

(aa) "Member" shall mean and refer to all those Owners who are Members of the Association as hereinafter provided, including, without limitation, the Developer.

(bb) "Member's Permittees" shall mean and refer to the following persons and such persons' families (provided that the Owner or other permitted occupant must reside with his/her family): (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.

(cc) "Mortgage" means any bona fide first Mortgage encumbering a Lot or a Unit as security for the repayment of a debt obligation.

(dd) "Mortgagee" means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot or Unit, including Developer, or its assignee.

(ee) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon or within the Property. Sunbeam Asset Company, LLC, a Texas limited liability company, or any of its successors in title who do not acquire title to any Lot or other portion of the Property for the purpose of constructing a Unit thereon.

(ff) "Occupant" shall mean anyone who stays overnight in a Lot or Unit for at least one hundred twenty (120) days in a consecutive twelve (12) month period.

(gg) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the Florida Department of Environmental Protection, St. Johns River Water Management District, the Army Corps of Engineers, the U.S. Coast Guard and the Florida Department of Transportation.

(hh) "Property" shall mean and refer to all properties described in **Exhibit "A"** attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(ii) "SJRWMD" shall mean the St. Johns River Water Management District.

(ii) "Speed Control Device" shall be understood to refer to any devices, signs, objects, or other means by which the speed of automobiles, motorcycles, and other motorized means of transportation may be regulated. It includes, but shall not be limited to, speed bumps, speed humps, speed tables, speed limits, speed limit signs, radar guns, etc.

(jj) "Stormwater Management System" shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(kk) "Turnover" shall mean the happening of any of the following events, whichever occurs earlier, (i) at such time when ninety percent (90%) of the Lots have been conveyed to Owners that are not the Developer, (ii) fifteen (15) years after the date of this Declaration, or (iii) as required pursuant to Section 720.307, Florida Statutes.

(ll) "Unit" shall mean and refer to any dwelling unit constructed on a Lot.

(mm) "Villa" shall mean, and be an alternative name for, an individual Adjoining Unit.

1.2 Interpretation.

The provisions of this Declaration and the Articles, Bylaws and the rules and regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the values of the Lots and Units and the protection of Developer's rights, benefits and privileges herein contemplated.

**Article 2  
PROPERTY SUBJECT TO THIS DECLARATION;  
ADDITIONS AND WITHDRAWALS**

2.1 Legal Description.

The initial real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Property".

2.2 Supplements.

Developer may from time to time subject other land within the Future Development Property under the provisions of this Declaration (including, without limitation, Article 5 herein) by Supplemental Declarations (which shall not require the consent of then existing Owners, the Association or any Mortgagee other than that, if any, of the land intended to be added to the Property) and thereby add to the Property. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Developer to add to the initial portion of the Property, to develop any such future portions under a common scheme, nor to prohibit Developer from rezoning and changing plans with respect to such future portions. A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any

unique characteristics of a particular portion of the Property identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of the Property.

2.3 Withdrawal.

Developer reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units and/or Common Property) then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

2.4 Lands Owned by Others.

From time to time the Developer may permit lands to be annexed which are owned by other persons. Any declaration or supplemental declaration which subjects lands owned by other persons, irrespective of whether such lands are part of the Future Development Property may be annexed provided that the Owner of such land and the Developer consent to such annexation and such land is subject to this Declaration (including, without limitation, Article 5 herein).

**Article 3**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 Membership.

Every person or entity who is a record Owner of a fee interest in any Lot or Unit shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

3.2 Voting Rights.

The Association shall have such Members, who shall cast such votes, as are provided in the Articles of Incorporation of the Association.

3.3 Powers of the Association.

The Association shall have all the powers, rights and duties as set forth in this Declaration, the Articles and the Bylaws.

3.4 General Matters.

When reference is made herein, or in the Articles, Bylaws and rules and regulations, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Members voting for them (i. e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots or Units.

**Article 4**  
**COMMON PROPERTY; EASEMENTS**

4.1 Members' Easements.

Each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot or Unit for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration.

(b) The right of the Association to suspend the Member's (and the Member's Permittees') right to use the Common Property recreational facilities for any period during which any assessment against his Lot or Unit remains unpaid for more than forty-five (45) days until such assessment is made current.

(c) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities situated on the Common Property.

(d) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Association as set forth in its lawfully adopted and published rules and regulations.

(f) The right of Developer and the Association to permit such persons as Developer and the Association shall designate to use the Common Property.

(g) The right of Developer and the Association to have, grant and use blanket and specific easements over, under and through the Common Property.

(h) The right of the Association to grant easements and rights of way, dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, community development district or similar entity under such terms as the Association deems reasonably appropriate.

(i) The right of the Association to mortgage the Common Property with the consent of the Members holding two thirds of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds of the total votes.

(j) The rights of the Developer to withdraw portions of the Common Property as provided in Section 2.3 above.

(k) The easements set forth in any recorded declaration affecting the Property subject to this Declaration.

#### 4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot or Unit, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

#### 4.3 Maintenance.

The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property with all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, at such time as the applicable governmental authority permits the Developer to assign its responsibilities to the Association, the Association shall assume all of Developer's and its affiliates' responsibilities to the County, the City, the State of Florida and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the maintenance, repair and replacement of Common Property and shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. The Association, on behalf of itself, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Association shall then have the power to allocate portions of such expenses among the Association, based on such formula as may be adopted by the Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property.

#### 4.4 Easement for Maintenance Purposes.

The Declarant hereby reserves for itself and the Association and their respective agents, employees, contractors, successors and assigns, an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Property, Lots, and other portions of Property to be maintained by the Association in accordance with the requirements of this Declaration or as provided by law, including, but not limited to, those items listed in Article 16 herein. This easement shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any lawfully improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of this easement, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

This easement includes, but is not limited to, access to the water meters and irrigation equipment located on individual Lots and Units. If an Owner installs a fence on a Lot or Unit, then the Owner shall ensure that the Association has access to the fenced area. Owners of Lots and Units will not take any action to restrict the ability of the Association to perform its landscaping maintenance obligations under this Declaration. If any Owner, Occupant, tenant, or guest improperly restricts access to the Association, as provided for under this Section, then the Owner of such Lot shall be liable to the Association, as an Exterior Maintenance Assessment, for any additional expense or other damage incurred by the Association as a result of the

improper restriction and shall also be responsible to repair any damage caused to the Lot or Unit resulting from any lack of maintenance that may have occurred because of the Association's lack of access.

Without limiting any other remedies allowed under this Declaration or otherwise allowed by law, the Association will be relieved of its maintenance obligations under Section 16.2 for any Lot which the Association has improperly been denied access as required under this Section until such time as access has been restored and may choose, in the Board's discretion, to not perform maintenance services for any such Lot. Nothing herein will affect the obligation of the Owner of a Lot to pay all Assessments, including the Landscaping Assessment.

#### 4.5 Street Lights.

To the extent not maintained by the Jacksonville Electric Authority or another utility provider, the Association shall be responsible for the operation, maintenance, repair or replacement of all street lighting fixtures, installations and equipment serving the Common Property (solely or primarily). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive. Charges for electricity used by street lights shall be paid by the Association.

#### 4.6 Easements for Vehicular Traffic.

In addition to the general easements for use of the Common Property reserved herein, there shall be, and Developer hereby reserves and covenants for itself and all future Owners of Lots or Units within the Property, that each and every Owner, and Developer, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets (if any) within the Common Property. It is not anticipated that the Common Property will include any streets owned by the Association.

#### 4.7 Utility Easements.

Use of the Common Property for utilities, as well as use of the other utility easements as shown on any plats of the Property, shall be in accordance with the applicable provisions of this Declaration. Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Property and the unimproved portions of the Lots or Units for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities.

#### 4.8 Public Easements.

Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

#### 4.9 Encroachment.

If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any other portion of a Lot or upon any Unit; (b) any portion of a Lot or Unit (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such

encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

#### 4.10 Pipes, Weirs, Ducts, Cables, Conduits, Public Utility Lines, Etc.

Each portion of the Lots, Units and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, weirs, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Lots, Units and Common Property and serving such portion thereof. Each portion of the Lots, Units and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Lots and Units and Common Property and serving other portions thereof.

#### 4.11 Easements of Support.

Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

#### 4.12 Construction and Sales.

During the time that Developer is actively promoting, selling, or constructing Lots in the Community, Developer (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots and Units. Developer's rights under this construction and sales easement shall also include the absolute right, at all times, to have the gates to the Community kept open upon request and as necessary to ensure that Developer (and its agents, employees, contractors, subcontractors and suppliers) may freely utilize the easement rights established herein.

#### 4.13 Ownership.

The Common Property is hereby dedicated non-exclusively to the joint and several use, in common, of Developer and the Owners of all Lots and Units that may from time to time constitute part of the Property and all Member's Permittees and Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot or Unit within the Property (and the Future Development Property if then contemplated to be added to the Property by Developer, in Developer's sole and absolute opinion) has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Developer), be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Developer determines are necessary or convenient) to the Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Lots and Units have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Lots and Units within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Association shall be responsible for

the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Developer and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property.

Without limiting the generality of the foregoing, Developer and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Developer shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.

#### 4.14 Community Systems.

Developer 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 his Lot/Unit). Without limiting the generality of Section 1.1(o) hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer with regard thereto as are assigned by Developer in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Developer. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, which consideration may be retained by the Developer (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 decreased installation and maintenance costs and user fees arising from the connection of all Lots and Units in the Property to the applicable Community Systems, each Owner and occupant of a Unit or Lot shall by virtue of the acceptance of the deed 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 Units and 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.

#### 4.15 Use by Prospective Purchasers.

During the time that Developer is actively promoting, selling, or constructing Lots in the Community, Developer shall have the right, without charge, to use the Common Property, including any recreational

facilities located thereon, for the purpose of entertaining prospective purchasers of Lots or Units owned by Developer ("Prospective Purchaser"). Any such Prospective Purchaser may utilize a Lot or Unit owned by Developer for one or multiple days and shall comply with all applicable Rules and Regulations of the Association but shall not be considered a lease of the Lot or Unit, and any restrictions on leasing of Lots or Units shall not apply.

Use of a Lot or Unit by a Prospective Purchaser that would violate Section 5(b)(ii) of this Declaration shall be absolutely prohibited. No such use shall affect or violate the Community's compliance with the Act, as defined in Article 5 herein, and the Act's Age-Restricted Exemption Requirement and any applicable State and Federal laws under which the Community may be developed and operated as an age-restricted community.

## **Article 5 AGE RESTRICTIONS**

### 5.1 Restrictions Affecting Occupancy and Alienation.

#### (a) Definitions.

(i) Age-Qualified Occupant: Any individual 55 years of age or older who occupies a Lot or Unit.

(ii) "Occupy," "Occupies," "Occupied," or "Occupancy" shall mean staying overnight in a Lot or Unit for at least one hundred twenty (120) days in a consecutive twelve (12) month period.

(iii) Qualified Resident: Any of the following Persons occupying a Lot or Unit:

(a) any Age-Qualified Occupant; and

(b) any Person 19 years of age or older occupying a Lot or Unit with an Age-Qualified Occupant.

(b) Restrictions on Occupancy. Subject to the rights reserved to Developer for purposes of marketing and selling within the Property, the Lots and Units within the Property are intended for the housing of persons 55 years of age or older. The provisions of this Article are intended to be consistent with, and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(1) and (b)(2)(c) and the regulations promulgated thereunder (collectively, as may be amended, the "Act") allowing discrimination based on familial status by satisfying the Act's Age-Restricted Exemption Requirement. Developer or the Association, acting through the Board, shall have the power to amend this Article 5, without the consent of the Members or any Person except Developer, for the purpose of maintaining the age restriction consistent with the Act, the regulations adopted pursuant thereto, and any related judicial decisions in order to maintain the intent and enforceability of this Article 5. To the extent of any conflict between this Article 5 and the Master Declaration, the provisions of this Article 5 shall govern.

(i) Each inhabited Lot or Unit shall at all times be Occupied by at least one Age-Qualified Occupant.

(ii) No person under the age of nineteen (19) shall Occupy a Lot or Unit. No one under the age of nineteen (19) may reside in the Lot or Unit for more than ninety (90) days in any

consecutive twelve (12) month period. Anyone under the age of nineteen (19) is allowed to visit the Lots or Units, provided that someone nineteen (19) or older supervises the person at all times.

(iii) Nothing in this Section 5.1 shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of 55 years of age may Occupy a Lot or Unit unless the requirements of this Section 5.1 are met nor shall any Owner permit Occupancy of the Lot or Unit in violation of this Section 5.1. Owners shall be responsible for including a statement that the Lot or Unit is intended for the housing of persons fifty-five (55) years of age or older and that Occupancy by any person under the age of nineteen (19) is prohibited, as set forth in this Section 5.1, in conspicuous type in any lease agreement or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser and for clearly disclosing such intent to any prospective tenant, purchaser, or other potential Occupant of the Lot or Unit. Every lease agreement for a Lot or Unit shall provide that failure to comply with the requirements and restrictions of this Section 5.1 shall constitute a default under the lease agreement.

(iv) Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant with respect to a Lot or Unit, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided no exception shall be granted that would violate Section 5(b)(ii).

(v) In the event of any change in Occupancy of any Lot or Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent Lot or Unit, or otherwise, the Owner of the Lot or Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Lot or Unit and such other information as the Board may reasonably require to verify the age of each occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within (ten) 10 days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner and the Lot or Unit for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article and Section 5.1(b)(ii), in addition to all other remedies available to the Association under this Declaration and Florida law.

(c) Monitoring Compliance; Enforcement; Appointment of Attorney-in-Fact. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Board shall adopt policies, procedures, and rules to monitor and maintain compliance with this Section and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance, and enforcement. The Association shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to Owners, their tenants and Mortgagees upon reasonable request.

(i) The Association may enforce this Article in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Lots or Units, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Lot or Unit be provided to the Board on a periodic basis, and in its sole discretion, taking action to evict the occupants of any Lot or Unit which does not comply with the requirements and restrictions of this Section. The Association's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the occupancy of his or her Lot or Unit which, in the Board's judgment, is reasonably necessary to monitor compliance with this Article. **Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the**

**occupants of any Lot or Unit on his or her Lot as necessary to enforce compliance with this Article.** Failure to comply with the provisions of this Article shall result in the automatic suspension of membership privileges, such liens as the Association may levy, or such other action as may be necessary or appropriate to assure compliance with this Section and the Act.

(ii) Each Owner shall be responsible for ensuring compliance of its Lot or Unit with the requirements and restrictions of this Article, and the Association rules adopted hereunder, by itself and by its tenants and other occupants of its Lot or Unit. **Each Owner, by acceptance of title to a Lot or Unit, agrees to indemnify, defend, and hold Developer, any affiliate of Developer, the Association, Master Association, and Master Declarant harmless from any and all claims, losses, damages, and causes of action which may arise from failure of such Owner's Lot or Unit to so comply.** Such defense costs shall include, but not be limited to, attorney fees and costs.

#### 5.2 Sales by Developer.

(a) Notwithstanding the restriction set forth in this Article, Developer reserves the right to sell Lots and Units for Occupancy to persons of any age, except Occupancy that would violate Section 5(b)(ii) shall be absolutely prohibited. No such sales shall affect or violate the Community's compliance with the Act and the Act's Age-Restricted Exemption Requirement and any applicable State and Federal laws under which the Community may be developed and operated as an age-restricted community.

### **Article 6 USE RESTRICTIONS**

#### 6.1 Applicability.

The provisions of this Article 6 shall be applicable to all of the Property but shall not be applicable to Developer or any of its designees or to Lots or Units, or other property owned by Developer or its designees.

#### 6.2 Uses of Lots and Units.

The Property is a residential community, and therefore, each of the Lots and Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Lot or Unit may be divided or subdivided into a smaller Lot or Unit. Home-based occupations may be operated out of the Lots and Units, provided, that: (i) there are no employees working within the Lots or Units, (ii) there is no signage; (iii) the Lot or Unit is not used to receive clients and/or customers; (iv) there is not excessive deliveries made to the Lot or Unit; (v) the home-based occupation does not generate additional visitors or traffic into the Lot Unit or any part of the Property and (vi) such use meets all other municipal code and zoning requirements. Notwithstanding the foregoing, the Developer has the right to use the Property for sales and marketing purposes.

#### 6.3 Easements.

Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering the Property and/or as provided herein. The area of each Lot or Unit covered by an easement and all improvements in such area shall be maintained continuously by the Association to the extent provided herein, except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement but not the obligation for the installation and maintenance of all underground utilities,

of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats.

6.4 Nuisances; Other Improper Use.

Nothing shall be done or maintained on any Lot, Unit or Common Property which may be or become an annoyance, nuisance or be detrimental to the other Lots, Units or Common Property or its occupants. Any activity on a Lot or Unit which interferes with television, cable or radio reception on another Lot or Unit shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof as determined by the Board of Directors. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

6.5 Oil and Mining Operation.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property subject to these restrictions.

6.6 Hazardous Materials.

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

6.7 Lakes.

Swimming and fishing in the lakes on the Property are prohibited. Boating of any kind on the lakes, including, without limitation, sailboats, canoes, gas powered boats, electric power boats and jet skis is prohibited.

6.8 Insurance.

Nothing shall be done or kept in any Lot, Unit or in the Common Property that will increase the rate of insurance for the Property or any other Lot or Unit, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in his Unit, or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot or Unit, or the contents thereof, or which would be in violation of any law.

#### 6.9 Soliciting.

No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board of Directors.

#### 6.10 Hurricane Shutters.

To the extent any Units are equipped with hurricane shutters, the Owner shall be responsible for the storage, repair, replacement, maintenance and use of the hurricane shutters. All loose shutters shall remain stored in the garage unless and until a storm or a storm warning (tropical storm or hurricane only) is announced by the National Weather Center or other recognized weather forecaster. All shutters must be removed and stored within two (2) days after the storm has passed. An Owner or Occupant who plans to be absent during all or any portion of the hurricane season must prepare a Lot or Unit prior to departure by designating a responsible firm or individual to care for the Lot or Unit should a hurricane threaten the Lot or Unit or should the Lot or Unit suffer hurricane damage and furnishing the Association with the names of such firm or individual.

#### 6.11 Visibility at Intersections.

No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members' Permittees, for any damages, injuries or deaths arising from any violation of this Section. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots.

#### 6.12 Leasing of Lots and/or Units.

Entire Lots or Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Lot or Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease, or extension of lease or sublease, shall be for a period of less than twelve (12) calendar months (e.g. an Owner cannot lease its Lot or Unit for twelve (12) months or more and then allow the lessee to rent out all or any portion of the Lot or Unit for periods of less than twelve (12) months).

Every lease shall be in writing and must be provided to the Association at least ten (10) days prior to the commencement of the lease for purposes of verifying that the lease complies with the requirements of this Section. Such lease must provide the name and contact information for the tenants as well as a current address of the Owner.

The lease shall require that at least one (1) Occupant be fifty-five (55) years of age or older and contain the disclosure required in Section 6.1(b)(3). The Owner must provide to the Association an age affidavit on a form prescribed by the Association for each Occupant pursuant to a lease and such other information as the Association may reasonably require to verify the age of each Occupant and to comply with Section 5.1(b)(v). The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with

the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Lot or Unit therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner desiring to lease a Lot or Unit may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Lot or Unit is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Lot or Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of the Property otherwise readily available for use generally by Owners.

A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement.

Notwithstanding anything herein to the contrary, this section shall not apply to the use of a Lot or Unit owned by Developer by a Prospective Purchaser, as provided for in Section 4.15, and such use shall not be considered a lease of the Lot or Unit.

#### 6.13 Parking and Vehicular Restrictions and Traffic Enforcement.

No vehicle may be parked in any driveway so that any portion of such vehicle either blocks a sidewalk or extends into any street or roadway. All parking within the Property shall be in accordance with Rules and Regulations that may be adopted by the Board from time to time. No overnight street parking is permitted, and the Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street or otherwise in violation of this Section or the Association's Rules and Regulations. Developer, Association, and the Board shall have the right to invite local law or traffic enforcement authorities onto the Property to enforce any Speed Control Devices; to enforce any federal, state, or local laws, rules, or regulations relating to traffic and vehicular travel; and to monitor compliance with the foregoing. Developer, Association, and the Board shall also have the right to construct and install, or permit the construction or installation, on the Property any and all Speed Control Devices as may deemed necessary in their sole and absolute discretion.

#### 6.14 Prohibited Vehicles.

No commercial motor vehicles, as defined in Fla. Stat. §320.01(25), shall be parked in any parking space or driveway, except with the written consent of the Board of Directors of the Association and except such temporary parking as may be necessary to effectuate deliveries to or commercial services for the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. No trailers, campers, motor home or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored

anywhere on the Property except in locations which are not visible from the Lot's frontage, or an adjacent Lot, an adjacent Common Property. Notwithstanding the foregoing, motor home or recreational vehicles which are owned or being utilized by the Owner may be parked in the driveway for not more than twenty-four (24) hours straight for loading and unloading purposes if authorized by the Board of Directors pursuant to rules and regulations adopted by the Board from time to time. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted.

6.15 Vehicle Maintenance.

No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the Property, including without limitation the Common Property and Lots, except wholly within the confines of the garage.

6.16 Towing.

Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

6.17 Signs and Flags.

No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Unit, Common Property, or from any window, while Developer is conducting its sales efforts. Subject to the foregoing, all signs, including "For Sale" and "For Lease" signs, must comply with the Design Guidelines and have advance written approval of its size, shape, content, appearance and location from the Architecture Review Board prior to being posted, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Units or Lots. Notwithstanding the foregoing, each Owner shall have the right to display in or on their Lot and/or Unit an approximately 3' by 5' American flag as well as any other approximately 3' by 5' flag with the insignia, symbol or logo, as applicable, of (i) any United States military branch or military veterans' organization, (ii) any state, federal or local law enforcement agency or department, fire department, or other civil service agency, or (iii) any other flag identified in Section 720.304(2)(a), as amended. The foregoing sentence shall not be deemed to be a limitation of any other type of flag or an exclusive listing of flags or other banners that may be displayed, subject to the applicable provisions set forth in this Declaration.

6.18 Fireworks.

No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Lot or Unit, on or from the Property or on or from the Common Property.

6.19 Pets.

Owners must register all pets with the Association. No more than three (3) usual and common household pets may be kept on a Lot. The Board of Directors is authorized from time to time to make such rules

restricting or permitting pets on the Property, including, without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior, including but not limited to, continuous and repeated barking, whining, crying or other disturbance. No pet will be permitted on the Property which creates a nuisance. Pet sitting for outside pets is permitted as long as the number of pets maintained within a Lot or Unit does not exceed the maximum number allowed.

All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property (except the Owner's Unit or Lot). Pets are not allowed to roam freely. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

Animals that are typically kept in cages or containers wholly within the Unit such as small caged birds, fish, lizards, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes.

Neither the Board, Developer, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets, and every Owner with a pet being kept on their Lot agrees to defend, indemnify and hold the Association, its Board of Directors, Developer, each Owner and the management company and their employees harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet on the Property, regardless of whether the pet is owned by the Owner of the Lot, their tenant, or a guest. Any landscaping damage or other damage to the Property, caused by an Owner's pet, or caused by the pet of an Owner's tenant or guest, must be promptly repaired by the Owner. The Association retains the right to effect said repairs and charge the Owner therefore.

A violation of the provisions of this Section shall entitle the Association and the Board of Directors to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable rules and regulations, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Property. This Section shall also apply to tenants who have pets.

#### 6.20 Clothesline.

Subject to Section 163.04, Florida Statutes, no clotheslines or other clotheslines-drying facility shall be permitted in the front yard of any Lot or otherwise visible from any road.

#### 6.21 Temporary Structures.

Except as may be used or permitted by the Developer during periods of construction or renovation, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Property. Notwithstanding the foregoing, temporary portable storage units (e.g. Pods) may be located on a Lot for a maximum period of twenty-four (24) hours if authorized by the Board of Directors pursuant to rules and regulations adopted by the Board from time to time.

#### 6.22 Garages.

No garage shall be converted into general living area. Garage doors shall remain closed at all times except when entering and exiting or otherwise actively using the garage.

#### 6.23 Garbage Cans.

Trash collection and disposal procedures established by the Association shall be observed. All garbage cans, waste, supplies, recycling containers, or other similar articles shall be maintained in a sanitary condition and shall be kept in the garage or otherwise shielded from the view of adjacent properties and streets with landscaping, walls or other visual barriers in compliance with the Design Guidelines and approved by the ARB in accordance with Article 8. All such garbage cans, waste, supplies, recycling containers, or other similar articles may only be allowed at the curb or end of the driveway within 24 hours before and 24 hours after the designated garbage collection day or time.

#### 6.24 Outdoor Fireplaces/Firepits

All outdoor fireplaces or firepits must be self-contained and must be installed in compliance with applicable Design Guidelines and approved by the ARB in accordance with Article 8 and use of such must comply with any applicable state and local laws and ordinances.

#### 6.25 Swales and Modification of Lot Drainage.

Certain Lots may contain drainage swales or slopes for the purpose of managing and containing flow of excess surface water as part of the Surface Water Management System and may result in standing water within the swale area from time to time as a result of heavy rain events. No Owner may remove soil from any portion of the Property, including a Lot, change the elevation, level, or slope of the land within the Property, including a Lot, plant landscaping, or otherwise modify the Property or Lot in a way which results in any permanent change in the flow and drainage of surface water within the Community without first obtaining the approval of the Association.

#### 6.26 Access.

Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot or Unit for the purpose of performing any obligation set forth in this Declaration or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

#### 6.27 Variances.

The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

#### 6.28 Developer Exemption.

In order that the development of the Property may be undertaken, no Owner, nor the Association shall do anything to interfere with Developer's activities, more fully set forth as follows:

(a) Prevent Developer, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Future Development Property, including without limitation, the alteration of its construction plans and designs as Developer deems advisable in the course of development (all models or sketches showing plans for the Future Development

Property, as same may be expanded, may be modified by the Developer at any time and from time to time, without notice); or

(b) Prevent Developer, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on the Future Development Property, such structures including sales and/or construction trailers as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Developer, its successors or assigns, or its or their contractors or subcontractors, from conducting on the Future Development Property, activities relating to the development, subdivision, grading and construction improvements in the Future Development Property and of disposing of Lots and/or Units therein by sale, lease or otherwise; or

(d) Prevent Developer, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as a part of the Future Development Property; or

(e) Prevent Developer, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on the Future Development Property, as may be necessary in connection with the operation of any Lots or Units owned by Developer (its successors or assigns) or the sale, lease or other marketing of Lots and/or Units, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Developer, or its successors or assigns from filing Supplemental Declarations, which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Developer from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Developer's plans for construction, development, use, sale or other disposition of the Property and the Future Development Property, or any part thereof.

**Article 7**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

7.1 Rate of Assessments.

Assessments shall be made at a uniform rate against applicable "Assessment Units". For the purposes hereof, each Lot or Unit shall constitute one (1) Assessment Unit. In the event of any dispute as to the allocation of Assessments, the determination of the Board shall be binding and dispositive. Developer may modify such formula with respect to future Lots or Units in the Supplemental Declaration bringing such Lots or Units under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation. The Board of Directors shall budget and adopt Assessments for the Association's general expenses in accordance with the procedures set forth in the Bylaws.

## 7.2 Annual Assessments.

For each Lot or Unit within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay annual assessments ("Annual Assessments") and other Assessments hereafter described, levied by the Association for the improvement, maintenance, repair and replacement and operation of the Common Property, the Buildings, the Lots or Units and the residences, including, without limitation, the maintenance, operation, repair and replacement of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements), any rental or lease cost for street lighting, the management and administration of the Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration, including the Association's obligations to maintain the landscaping of individual Lots. Subject to the provisions of Section 7.15, the Annual Assessment for a Lot not containing a residence shall only be one-half (1/2) of the amount of the Annual Assessment for a Lot containing a residence. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserves as the Board of Directors may from time to time deem reasonable and necessary.

## 7.3 Emergency Assessments.

The Association may also levy an emergency assessment ("Emergency Assessment") at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Property, the Lots or Units or Members of the Association, including but not limited to, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

## 7.4 Special Assessments.

In addition to the Annual and Emergency Assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy a special assessment ("Special Assessment") against some or all Owner(s) (i) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his permittee; (ii) for fines; (iii) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of an Emergency Assessment; provided however that any Special Assessment under subsection (iii) above shall be approved by a two-thirds (2/3) vote of the Members of the Association present in person or by proxy at a duly called meeting of the Association; and (iv) other expenses incurred against particular Lots or Units and/or Owners to the exclusion of others. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing, foreclosure procedures, late charges and interest. Any Special Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

## 7.5 Exterior Maintenance Assessment.

The cost of any maintenance or repairs undertaken by the Association under the provisions of Section 16.5 shall be assessed against each Lot or Unit upon which such maintenance is performed or, in the opinion of the Board, benefitting from same ("Exterior Maintenance Assessment"). Any Exterior Maintenance Assessment shall be a lien upon each Lot and shall be subject to all of the applicable provisions of this Article, including, without limitation, lien filing, foreclosure procedures, attorneys fees and costs of

collection, late charges and interest, and shall be subordinate to mortgage liens to the extent provided for in Section 7.9. Any Exterior Maintenance Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

#### 7.6 Commencement of Annual Assessments.

The Annual Assessments provided for in this Article shall commence with respect to each Lot and Unit on the date of conveyance of the Lot or Unit to an Owner, other than Developer or a Developer appointed builder constructing the Initial Improvements. During the initial year of ownership, the Owner subject to Assessments shall be responsible for the pro rata share of the Annual Assessment or Special Assessment charged to each Lot or Unit, prorated to the day of closing on a per diem basis. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, quarterly or monthly installments, or in such other installment increments as the Board deems appropriate. The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted, but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proration to the number of months (or other appropriate installment) remaining in such calendar year.

#### 7.7 Duties of the Board of Directors.

The Board of Directors of the Association shall fix the amount of the Assessment against the Lots and Units subject to the Association's jurisdiction for each Assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to Special Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and Assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

#### 7.8 Effect of Non-Payment of Assessment; the Personal Obligation; Remedies of the Association; the Lien; Application of Payments.

(a) Each Owner of a Lot or Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. Each Owner of a Lot or Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest thereon, reasonable attorney's fees and the cost of collection thereof as hereinafter provided (collectively "Delinquent Fees"), thereupon become a continuing lien on the Lot or Unit which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided below to the contrary, each such Assessment, together with such Delinquent Fees, shall be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell

due and all subsequent Owners until paid, and recourse may be had against either or both. Any and all persons acquiring title to or an interest in a Lot or Unit as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or Unit or the enjoyment of the Common Property until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 7.9 below. Unless provided for in a Mortgage on a Lot or Unit, failure to pay Assessments does not constitute a default under a Mortgage.

(b) If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association:

(i) an administrative late fee of five percent (5%) of the sum due may be charged, not to exceed twenty-five dollars (\$25.00). Provided however that only one (1) administrative late fee may be imposed on any one (1) unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest at the rate of eighteen percent (18%) per annum from the date when the installment was due until paid; provided further, however, that each other installment thereafter coming due shall be subject to one (1) administrative late fee each as aforesaid; or

(ii) the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall accrue interest at the rate of eighteen percent (18%) per annum from the dates when the installments were due until paid. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided however that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Unit whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot or Unit shall be levied by the Association for such purpose.

(c) The Association may bring an action at law against the Owner(s) personally obligated to pay the delinquent Assessments, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Lot or Unit on which the Assessments and Delinquent Fees are unpaid, may foreclose the lien against the Lot or Unit on which the Assessments and Delinquent Fees are unpaid, or may pursue one (1) or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such Assessments and Delinquent Fees secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. The lien provided for in this Article shall be perfected by filing a claim of lien in the public records of the County in favor of the Association.

(d) Each Owner, by his acceptance of title to a Lot or Unit, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessments by abandonment of his Lot or Unit. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

(e) All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

(f) The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot or Unit at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same, with the approval of two-thirds (2/3) of the Members.

(g) All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fees, then to outstanding fines, then to costs and attorneys fees and then to the delinquent Assessment payment first due.

(h) It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder.

(i) The Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

#### 7.9 Subordination of the Lien.

The lien of the Assessments shall be inferior and subordinate to real property tax liens and the lien of any Institutional Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment was first recorded against the Lot or Unit, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot or Unit shall not affect the Assessment; however, the sale or transfer of any Lot or Unit pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot or Unit from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots and Units subject to assessment by the Association, including the Lots and Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Mortgagees shall in no event be responsible or liable for the collection of any Assessments.

#### 7.10 Collection of Assessments.

In the event that at any time the collection of Assessments levied pursuant hereto is made by an entity other than the Association, all references herein to collection (but not necessarily enforcement) by the Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

#### 7.11 Developer's Assessments.

Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay Assessments on the Lots and Units owned by it, or (ii) not pay Assessments on some or all Lots or Units owned by it and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (ii) above shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the

sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, capital contributions, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which Developer is making payments to the Association by written notice to such effect to the Association. When all Lots and Units within the Property are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

#### 7.12 Association Funds.

The portion of all Annual Assessments collected by the Association for reserves for future expenses, and the entire amount of all Special and Emergency Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

#### 7.13 Working Fund Contribution.

Each purchaser shall be required to make a one time working fund contribution to the Association in an amount determined by the Board of Directors from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and to meet unforeseen expenditures and services deemed necessary or desirable by the Board of Directors and which may also be used to offset operating expenses, both during the period that the Developer has elected to not pay assessments pursuant to Section 7.11 and thereafter. This working fund contribution shall be due and payable upon each resale of the Lot or Unit and is not refundable.

#### 7.14 Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.

(b) Initial Budget. Developer shall establish the budget for the fiscal year in which a Lot or Unit is first conveyed to an Owner other than Developer or a builder.

(c) Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Lot or Unit is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, in accordance with the procedures set forth in the Bylaws, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies.

(i) Annual Assessment. The Annual Assessments shall be determined by dividing the amount of the budget by the number of Lots and Units subject to the Declaration.

(d) Reserves. The Association shall maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such

other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which may be collected as part of the Annual Assessment and Villas Assessment as provided above. The Developer's obligation to fund the deficit shall not include any obligation to fund any reserve component of the budget. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a vote or written consent of the Members owning a majority of the Lots and Units. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment or Emergency Assessment by establishing a budget for such Assessment and then after approved by the Board of Directors levying this Assessments, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the Assessments at the then existing rate established for the previous fiscal period, in the manner such payment was previously due, until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

#### 7.15 Exempt Property.

The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Property (except that portion of the Common Property located within a Lot); and (c) all Lots, Units or Property owned by Developer (including, without limitation, any Lot or Unit used or leased by Developer for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which deficit shall be the difference between the actual expenses incurred by the Association and the budgeted amounts due from the Owners of Lots and Units other than Developer (excluding any obligation to fund reserves). Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at Turnover. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Lots or Units solely for the purpose of constructing residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder. Notwithstanding the foregoing, after Turnover, Developer shall pay one half (1/2) of the Assessments attributable to such Lots, Units or Property, from and after the date that the landscaping is installed on such Lot, Unit or Property owned by Developer (including, without limitation, any Lot or Unit used or leased by Developer for a model home, construction facility, or other use).

#### 7.16 Real Estate Taxes.

In the event the Common Property is taxed separately from the Lots or Units, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component

of the value of the Lot or Unit owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

7.17 Certificate of Payment.

The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.

**Article 8**  
**ARCHITECTURAL CONTROL; GENERAL POWERS**

8.1 Purpose.

Except for the Initial Improvements, the Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. The ARB review is not intended to be a condition to the issuance of a building permit by the County and the review undertaken by the Developer or the ARB is not to be construed as any quasi-governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Lot or Unit has been completed.

8.2 Members of ARB.

The ARB shall consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Each of the initial members shall hold office until all Lots, Units and improvements planned for the Property and the Future Development Property have been constructed and conveyed (if appropriate), or sooner at the option of Developer. Thereafter, each new member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. Members of the ARB (other than those appointed or designated by the Developer) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Developer may only be removed by the Developer.

8.3 Meetings of the ARB.

The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate a ARB 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 ARB, except the granting of variances pursuant to Section 8.11 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

#### 8.4 Compensation of Members.

The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Association in a professional capacity.

#### 8.5 Improvements Subject to Approval.

Construction, modifications and alterations subject to approval by the ARB specifically include, but are not limited to, (a) altering, painting, erecting or maintaining on the property a building, fence, wall, shed, storage, or other secondary or detached structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, pool, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind); (b) any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Lot or Unit; (c) any painting or other alteration of the exterior appearance of the Lot or Unit or appurtenance including but not limited to garage, doors and windows; (d) installation of antennae, satellite dishes or receivers, solar panels or other similar devices; (e) screened enclosures; (f) signs, whether located on the Lot or Unit, on a Limited Common Element of the Lot or Unit or in the windows of the Lot or Unit; (g) gates; (h) playground equipment; (i) flower boxes, shelves, statues or other outdoor ornamentation; (j) patterned or brightly colored window coverings; (k) alteration of the landscaping or topography of the Property, including without limitation, any cutting or removal of trees (unless replacing an original tree with the exact same type of tree), planting or removal of plants; (l) construction, modification or alteration of any Improvement, any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Lot or Unit or any Improvement; (m) attachment of or placement upon outside walls or roofs of buildings or other improvements of an awning, canopy or shutter; and (n) all other modifications, alterations or improvements visible from any road or other Lots or Units. All of the foregoing are jointly referred to herein as "Proposed Improvements". Interior alterations not affecting the external structure or appearance of any Lot or Improvement shall not require the approval of the ARB.

None of the above shall be commenced until the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed construction, alteration or addition shall have been submitted to, and approved in writing by, the ARB. Notwithstanding the foregoing, all Owners (except Unit Owners) may paint without the approval of the ARB provided that the paint color is the same or substantially similar to the color originally painted. The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.

#### 8.6 Procedures.

(a) Application. It shall be the responsibility of each Owner to supply two (2) sets of the following documents, materials and items to the ARB for use in its reviewal process: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB may deem appropriate. Until receipt by the ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required

documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non-refundable in any event, whether or not the application submitted by an Owner is approved.

(b) Compliance Binder. At the time of submission of the review fee and the documents, materials and items listed above (as to other Proposed Improvements), and upon the request of the ARB, the Owner and/or builder shall also submit a construction compliance binder in such amount as may be required by the ARB from time to time in the sole discretion of the ARB. The construction compliance binder is intended to insure that the Owner and any contractors or builders comply with the plans approved by the ARB, the Declaration and any rules or regulations established by the ARB and to insure the satisfactory completion of all Proposed Improvements according to the plans approved by the ARB. If, in the opinion of the ARB, the Proposed Improvements have been satisfactorily completed in substantial compliance with the plans and specifications approved by the ARB, then the ARB agrees to return the construction compliance binder, less any fees or penalties as set forth below. The ARB has complete discretion to retain all or any portion of the construction compliance binder for any non-compliance, which remedy shall be in addition to any other remedy under this Declaration. Any retained sums shall be remitted to and shall be the property of the Association.

(c) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the ARB shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for different Lots. In addition, the ARB shall have the right to waive or modify the requirements as more fully set forth in Section 8.11.

(d) Uniform Procedures. The ARB may establish revised uniform procedures for the review of applications, including the assessment of the Compliance Binder, review costs and fees, if any, to be paid by the applicant and the time and place of meetings. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB. Any architectural guidelines established by the Developer or ARB may be amended as the Developer or ARB may determine.

(e) Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ARB in accordance with the procedures adopted by the ARB. The ARB shall indicate its approval by stamping the plans with its seal and the date of approval. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Lot or Unit or within the Property shall be commenced, and no Lot or Unit shall be modified, except in accordance with such

approved plans and specifications. All work done by a Member after receiving the approval of the ARB shall be subject to the inspection by, and final approval of, the ARB in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

#### 8.7 No Waiver of Future Approvals.

The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

#### 8.8 Enforcement.

In the event this Article is violated in that any Improvement is made without first obtaining the approval of the ARB, or is not made in strict conformance with any approval given or deemed given by the ARB, the ARB, as the authorized representative of the Association, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the ARB, or the ARB may pursue any other remedy available to it. In connection with the enforcement of this Article, the ARB shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this Article have been complied with. The failure of the ARB to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the ARB's right to enforce the provisions of this Article. Any action to enforce this Article must be commenced within one (1) year after notice of the violation by the ARB, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration. In the event this paragraph is violated in that any Improvement is made without first obtaining the approval of the ARB, or is not made in strict conformance with any approval given or deemed given by the ARB, the ARB, as the authorized representative of the Association, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the ARB, or the ARB may pursue any other remedy available to it. In connection with the enforcement of this paragraph, the ARB shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the ARB to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the ARB's right to enforce the provisions of this paragraph. Any action to enforce this paragraph must be commenced within one (1) year after notice of the violation by the ARB, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

#### 8.9 ARB Rules.

The ARB shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the ARB shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the ARB prior to the making of such amendment.

#### 8.10 Non-Liability.

The ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control and thus neither the Association, the Board of Directors, the ARB, the Developer nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner, its successors, assigns, personal representatives or heirs or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, are structurally safe or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental or industry requirements, standards or codes and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, the safety, soundness, workmanship, materials, usefulness for any purpose or any injury to persons or property resulting therefrom. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations. Additionally, neither the Association, the Board of Directors, any member or representative of the ARB nor Developer shall be liable for any work or construction performed by any builder approved by the ARB and/or Developer, and the selection or inclusion of any builder shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the residence.

#### 8.11 Variance.

The ARB may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the ARB from denying a variance in other circumstances.

#### 8.12 Exemptions.

Developer and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

#### 8.13 Reservation of Right to Release Restrictions.

In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Lot or Unit line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot or Unit from the encroachment and to grant a variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot, Unit or easement areas, so long as

Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot or Unit and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots or Units.

#### 8.14 General Powers of the Association and the ARB.

The Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article, and the Association shall have the absolute power to require specific action to be taken in connection with applicable sections of the Property in that regard.

#### 8.15 Remedy for Violations.

If an Owner erects or constructs an Improvement or structure in violation of this Article, the Developer or the Association may summarily and without the permission or consent of the Owner, enter upon the Lot or Unit and remove the unpermitted Improvements or structure, in which case neither the Developer, the Association nor their agents or employees will be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. The Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of the greater of eighteen percent (18%) per annum or the highest rate allowed by law. All such costs shall be a Special Assessment and shall be secured by a lien on the Lot or Unit, which lien is created, evidenced and enforced and is subject to those limitations as provided for in this Declaration. Alternatively, if any Improvement or structure is erected or constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the ARB, as the authorized representative of the Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any Improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedy available to it. In connection with this Section, the ARB and Developer shall have the right to enter into any Lot or Unit and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein, including without limitation the fining provisions set forth in Article 10 for violations of this Declaration.

#### 8.16 Design Guidelines.

The ARB or Developer, as applicable, shall have the authority to promulgate architectural and design guidelines ("Design Guidelines") and all Owners must comply with the restrictions, covenants and provisions set forth in the Design Guidelines. In the event of an inconsistency between the Declaration and Design Guidelines, the more restrictive of the two shall prevail.

**Article 9  
ASSOCIATION**

9.1 Preamble.

In order to ensure the orderly development, operation and maintenance of the Property, this Article has been promulgated for the purposes of (a) giving the Association certain powers to effectuate such goal, (b) providing for intended (but not guaranteed) economies of scale and (c) establishing the framework of the mechanism through which the foregoing may be accomplished. The provisions of this Article are specifically subject, however, to Section 18.8 of this Declaration.

9.2 Architectural Control.

All architectural control, Lot and Unit maintenance requirements and use restrictions provided for in or pursuant to this Declaration shall, initially, be exercised and enforced by the Association.

9.3 Collection of Assessments.

The Association shall collect all assessments and other sums due the Association from the members thereof.

To the extent lawful, the Association may delegate, or contract for the performance of any duties performed by it pursuant hereto to/with a management company approved by the Association.

9.4 Conflict.

In the event of conflict between this Article 9, as amended from time to time, and any of the other covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the Association all as amended from time to time, the provisions of this Article shall supersede and control.

**Article 10  
RULES; ENFORCEMENT**

10.1 Compliance by Owners.

Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

10.2 Enforcement.

Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

10.3 Fines and Suspension of Privileges.

If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration or the Rules and Regulations, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so

violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests, invitees or Occupants) right to use the Common Property recreational facilities for so long as the violation continues and to levy reasonable fines against Owner or Occupant for the failure of the Owner, his family, tenants, guests, invitees or Occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(a) The Association shall give the Owner or Occupant at least fourteen (14) days written notice of the violation(s) and fine approved by the Board and of the right to have a hearing before a committee of at least three (3) Owners appointed by the Board of Directors, which committee members shall not be 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 notice shall contain a description of the violation, the specific action to cure the violation, if applicable, and a date and time and location, and access information if being held by telephone or other electronic means, for a proposed hearing which shall be at least fourteen (14) days from the date of notice and must be no more than ninety (90) days after the issuance of the notice. If the Owner or Occupant notified of the violation(s) and the fine fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violations(s) and the fine, the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(b) If the violation has been cured before the hearing or in the manner specified in the notice required in paragraph 10.3(a), then the fine or suspension may not be imposed.

(c) At any hearing, if the violation has not been cured, the committee shall be presented with the violation(s) and shall give the Owner or Occupant the opportunity to present reasons why penalties should not be imposed. If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the Owner, his or her family, tenants, guests, invitee or Occupants.

(d) A written decision of the committee shall be provided to the Owner or Occupant within seven (7) days after the date of the hearing 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 Occupant may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid, which date must be at least 30 days after the delivery of the decision notice. The committee may hold the hearing in person or by telephone or other electronic mean.

(e) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(f) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose Special Assessments against the Lot or Unit owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00);

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00);

(iii) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars (\$1,000.00);

(iv) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

(g) Payment of Fines: Fines shall be paid by the date set by the committee, but shall be at least thirty (30) days after notice of the decision of the committee.

(h) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein and as allowed by law.

(i) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(j) Non-Exclusive Remedy: The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Special Assessment as a lien on the Lot; however, any fine paid by the Owner or Occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

(k) The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

(l) In the event of any conflict between the terms of this Section 10.3 and Section 720.305, Florida Statutes, as the same may be amended from time to time, the provision of such statute as amended shall control.

10.4 Rules and Regulations.

The Board of the Association shall have the right to implement reasonable rules and regulations for the Association and its Members and use of the Property.

**Article 11  
DAMAGE OR DESTRUCTION TO COMMON PROPERTY**

11.1 Damage or Destruction.

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Association shall cause such portions of the Common Property 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 against each of the Owners in equal shares in accordance with the provisions of Article 7 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of two thirds (2/3) of the Board of Directors, subject to Article 13 hereof, the Board shall determine whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying special assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Lot or Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

## **Article 12 INSURANCE**

### 12.1 Common Property.

The Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Annual Assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

#### 12.2 Replacement or Repair of Common Property.

In the event of damage to or destruction of any portion of the Common Property, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 12 of this Declaration.

#### 12.3 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 Members, Developer 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 by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

#### 12.4 Liability and Other Insurance.

The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force.

#### 12.5 "Blanket" Insurance.

The requirements of this Article may be met by way of the Association being an insured party under any coverage carried by the Developer or under coverage obtained by the Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

**Article 13**  
**MORTGAGEE PROTECTION**

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

(b) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot or Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

**Article 14**  
**DISCLAIMER OF LIABILITY OF**  
**ASSOCIATION AND DEVELOPER**

14.1 Disclaimers.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), NEITHER THE ASSOCIATION NOR THE DEVELOPER SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) NEITHER THE ASSOCIATION NOR THE DEVELOPER IS EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION OR THE DEVELOPER TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT OR UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

14.2 Disclosure.

The Developer hereby discloses that portions of the Property are in close proximity to a former land fill which has been closed in accordance with applicable law as evidenced by that certain Declaration to the Public Regarding Closed Solid Waste Landfill (Sunbeam Road Landfill) recorded in Official Records Book 19236, page 1102, of the public records of Duval County, Florida.

**Article 15**  
**STORMWATER MANAGEMENT SYSTEM**

15.1 Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain Lots or Units and access easements to the Stormwater Management System.

Developer hereby reserves for itself, its successors and assigns, and grants to the Master Declarant, the Master Association, the Association and their respective designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System are located entirely within Lots or Units. The Master Association, and the Association are hereby granted an easement over any Lots or Units which is necessary or convenient for the Master Association's, and Association's maintenance obligations, subject to and in accordance with this Article 15, provided however, such easement shall be released with respect to any portion of the Lots or Units on which an approved Improvement is constructed and located.

#### 15.2 Maintenance Easement.

The Master Association, and the Association are granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot or Unit which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by this Declaration, the Master Declaration, any plat of the Property recorded in the public records of the County, and the SJRWMD Permit, as applicable. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

#### 15.3 Maintenance.

Except to the extent the Master Association owns or has accepted maintenance responsibility thereof, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

Except to the extent the Master Association owns or has accepted maintenance responsibility thereof, the Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. Subject to and in accordance with this Article 15, the Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Lots adjacent to or containing any portion of the Stormwater Management System shall maintain all shoreline vegetation, landscaping, irrigation, grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) and drainage easements irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the Stormwater Management System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved

by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed, subject to and in accordance with this Article 15:

(a) The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(b) The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(c) The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

15.4 Improvements.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Association and the approval of the ARB or Developer, which consent or approval may be withheld for any reason.. Any such improvements permitted hereunder and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration, and Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such improvements. All improvements to the Stormwater Management System may also require the prior written approval of the SJRWMD. Notwithstanding the foregoing, docks, bulkheads, or other structures, permanent or temporary, that are constructed as initial improvements, may not be constructed without obtaining the prior written consent of the Developer.

15.5 Use and Access.

Except to the extent the Master Association owns or has accepted maintenance responsibility thereof and subject to and in accordance with the terms of the Master Declaration, Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Master Declarant, the Master Association, Developer and the Association, all Permits issued by governmental authorities, and any rights granted to other persons pursuant thereto. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

15.6 Liability.

NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES THE DEVELOPER, AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT

AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

15.7 Wetlands, Jurisdictional Land and Swales.

This Declaration is subject to the rights of the State of Florida over portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot.

15.8 Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

15.9 Indemnity.

Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Developer shall assign all rights, obligations, and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

#### 15.10 Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-2004-8157-NBF, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 40-031-86003-3 ISSUED BY THE SJRWMD. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON, THE DEVELOPER, OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, OR THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

#### 15.11 Developer's Rights.

Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way, provided that Developer owns the lands affected by such change. Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Master Declarant, the Master Association, Developer, the Association, or the grantee of the easement.

#### 15.12 Conservation Easement.

Portions of the Property are subject to conservation easements enforceable by the SJRWMD, the Florida Department of Environmental Protection and/or the Army Corps of Engineers ("Restricted Land"). The restrictions on the Restricted Land imposed by such conservation easements include, without limitation, the following:

- (a) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.
- (b) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.
- (c) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.
- (d) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

(e) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.

(f) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

(g) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

(h) Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.

(i) Notwithstanding any other provisions hereof, the terms of this Section 15.12 shall not be amended or modified without the written consent of the SJRWMD. Further, this Section 15.12 may be enforced by the SJRWMD, its successors and assigns.

15.13 Disclaimer.

Neither Developer, nor the Association makes any warranties, representations or guarantees regarding the ponds, lakes, marshes, and wetlands within or adjacent to the Community: (i) as to the water quality of any ponds, lakes, marshes, or wetlands, including that they will be free of algae or weeds; (ii) that pond, lake, marsh, or wetland levels will be maintained at any particular level, or that the elevation of such waters will remain the same; (iii) that the ponds, lakes, or wetlands will be landscaped; or (iv) that the view from any Lots abutting any ponds, lakes, or wetlands will be maintained, remain unchanged or unobstructed.

**Article 16  
MAINTENANCE, REPAIRS, AND ALTERATIONS**

16.1 Owners.

Each Owner shall have the following obligations with respect to maintenance, repairs and alterations:

(a) Except for landscaping services and maintenance of Units exteriors to be provided by the Association pursuant to Section 16.2 and as otherwise provided in Sections 16.3 and 16.4, each Owner shall maintain in good order and repair and keep in a safe, clean, attractive and sanitary condition, all portions of such Owner's Lot or Unit, and the improvements located thereon, and repair, maintain, clean, and replace at such Owner's expense, when necessary as determined by the Board from time to time, all portions of such Owner's Lot and Unit, including, without limitation, any fence or patio on or within the Lot or Unit. Each Lot and Unit shall be maintained as originally constructed by the builder or as subsequently approved by the ARB. Erosion and drainage of a Lot or Unit, including gutters, are not part of the landscaping and mowing servicing provided by the Association, and erosion and drainage of each Lot or Unit are the responsibility of the Owner that individual Lot or Unit to maintain.

(b) Each Owner shall promptly perform any and all maintenance, repair, and replacement on the Owner's Lot and Unit, which if not performed, would adversely affect any portion of the Property. The maintenance responsibility for each Owner shall include the maintenance, repair and replacement of all sidewalks, driveways, and walkways located on the Owner's Lot. Notwithstanding

anything in Section 16.2(c) to the contrary, each Owner shall also be responsible to maintain all sidewalks and street curbs located in the Common Area right-of-way adjacent to the Owner's Lot unless the Association expressly assumes the responsibility for such maintenance through a resolution of the Board of Directors, which responsibility may be assumed or revoked from time to time as determined by the Board. Each Owner shall be liable for any damages that arise due to such Owner's failure to perform such maintenance, repairs and replacement.

(c) Each Owner shall repair and replace all landscaping, including without limitation all sod, grass, shrubs, hedges, plants, and trees, within a Lot, and the Owner of each Lot shall be responsible for such repair and replacement of the landscaped areas. This responsibility includes landscaping that is located in the Common Area right-of-way adjacent to the Owner's Lot. The Owner's responsibility to repair and replace landscaping includes, but is not limited to, repairs or replacement that are required because of damage caused by wildlife, weather events, acts of God, or any other reason other than the negligence or willful act of the Association or its agents. Except as provided below for Approved Replacement Landscaping, an Owner must request and obtain approval from the ARB before replacing any landscaping. The cost to repair any damages to irrigation equipment or other Common Property occurring during the installation of approved landscaping by the Owner shall be the sole responsibility of such Owner.

(d) The Association may, at the discretion of the Board, establish a preferred landscaping contractor ("Preferred Landscaping Contractor") from time to time that an Owner may, but is not required to, utilize to perform the repair or replacement of any landscaping as required herein. If an Owner utilizes a Preferred Landscaping Contractor to replace or repair any landscaping with the same or equivalent type of landscaping as was installed by the Developer or the Association ("Approved Replacement Landscaping"), then the Owner will not be required to obtain approval from the ARB for the repair or replacement landscaping. Any assistance that may be provided by the Association to an Owner utilizing a Preferred Landscaping Contractor does not create any new obligation or liability for the Association either to the Owner or to the Preferred Landscaping Contractor and does not create a new contractual obligation by the Association or its property manager. Any agreement between an Owner and a Preferred Landscaping Contractor is strictly between those two parties, and the Owner is solely responsible for payment of the Preferred Landscaping Contractor's materials and services.

(e) Except for Approved Replacement Landscaping installed by a Preferred Landscaping Contractor as provided for in Section 16.1(d), each Owner shall maintain any landscaping installed by such Owner. The cost to repair any damages to irrigation equipment or other Common Property occurring during the installation of approved landscaping by the Owner shall be the sole responsibility of such Owner.

(f) An Owner may request and obtain approval from the ARB to install their own mulch in shrub and tree beds, provided such request and approval shall be consistent with the overall appearance of landscaping within the Property.

(g) If the Association shall choose to install mulch as part of its annual landscaping activities, no Owner shall be entitled to an offset against Assessments owed by such Owner even if such Owner has installed their own mulch.

(h) The Board shall determine the level of service with respect to weeding shrub and flower beds. Owners may choose to do additional weeding at their sole expense. The Board may also set schedules and standards regarding the parameters of tree trimming and tree spraying.

(i) Each Owner shall ensure that the Association, and its agents, employees, and contractors, will have access to the water meters and irrigation equipment located on the Owner's individual

Lot and Unit and will have access to any fenced areas, as provided for under Section 4.4 herein. Each Owner understands that pursuant to Section 4.4, refusal to provide such access may result in suspension of the Association's maintenance obligations under Section 16.2 but will not relieve Owner from any of its Assessment obligations.

16.2 Association.

(a) Unless otherwise provided in Section 16.1, the Association shall install, perform, and maintain, as applicable, all landscaping within the Common Property and within all Lots, subject to the following parameters:

(i) The Association shall be responsible for maintaining all landscaping within the Lots installed by the Developer or the Association and all Approved Replacement Landscaping installed pursuant to Section 16.1(d).

(ii) The Association shall be responsible for weeding all tree and shrub beds at the level of service determined by the Association from time to time, except for approved tree and shrub beds installed by Owners.

(b) The Association shall maintain, repair and replace entry features, decorative walls, neighborhood identification structures, and similar structures located within the Property.

(c) Unless otherwise provided for in Section 16.1, the Association shall maintain, repair and replace, as necessary, all of the Common Property, including, without limitation, sidewalks and street curbs located within the Property that are not adjacent to a Lot.

(d) The Association shall maintain, repair, and replace, as necessary, all irrigation pipes, valves, fittings, pumps, wells, wiring, sprinkler heads, and similar equipment facilities serving the Lots and Common Property. Notwithstanding the foregoing, the cost of the repair or replacement of any irrigation pipes, valves, fittings, pumps, wells, wiring, sprinkler heads, and similar equipment facilities located on a Lot that is made necessary because of the negligent or deliberate act of an Owner or Tenant or someone acting on behalf of an Owner or Tenant shall be the responsibility of and shall be assessed to the Owner of that Lot as an Exterior Maintenance Assessment.

(e) Notwithstanding the forgoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot unless the replacement is necessary because of the negligence or willful act of the Association, its agents or contractors.

(f) The Association shall be responsible for exterior termite preventative treatment for the Units and shall maintain the exterior painting on each Unit, which is to be painted as a single Building as follows:

(i) The exterior of each Unit shall be painted at least every seven (7) years or more frequently, if in the opinion of the Board, painting on a more frequent basis is warranted.

(ii) The exterior of each Unit in the same Building shall be painted with the same color and trim in a consistent pattern.

### 16.3 Roofs on Adjoining Units.

Each Owner of an Adjoining Unit agrees that the roof of each Building is a common roof, shared by each of the Adjoining Units comprising the Building, and each Owner of an Adjoining Unit agrees with the Owner of the other Adjoining Unit in the same Adjoining Building as follows:

(a) The roof of the Building shall be kept in a state of good maintenance and repair and the cost of the maintenance of the roof over and above the total proceeds of any insurance coverage attributable thereto shall be shared equally by the Owners of the Adjoining Units.

(b) In the event it shall be necessary at any time to repair, rebuild, or replace the roof, or any portion thereof, the costs of such repairing, rebuilding or replacement over and above the total proceeds of any insurance coverage attributable to thereto shall be shared equally by the Owners of the Adjoining Units.

(c) Notwithstanding any other provisions of this Section 16.3 to the contrary, an Owner who by his or her neglect or willful act causes the roof to be damaged or any of the Adjoining Units to be exposed to the elements through the roof, shall bear the whole cost of repair and furnishing protection against such elements. This provision includes, but is not limited to, damages resulting from the installation of satellite dishes or the attachment of any other fixture to the roof, regardless of whether such installation or attachment was approved by the ARB.

### 16.4 Party Walls.

Each Owner of an Adjoining Unit agrees with respect to the party wall between Adjoining Units as follows:

(a) The party wall between Adjoining Units shall be kept in a good state of maintenance and repair and the cost of maintenance of said party wall over and above the total proceeds of any insurance coverage attributable thereto, shall be borne equally by the Owners of the Adjoining Units served by the party wall upon which maintenance is required.

(b) No change or alteration shall be made in a party wall that may weaken it in any way or interfere with the respective Owners' use thereof as a party wall. No structural alterations shall be made to any party wall without the prior written consent of (i) the Owner of the Adjoining Unit; (ii) any person, firm or corporation holding any lien, mortgage, or other encumbrance upon any Lot or Adjoining Unit upon which any portion of the party wall to be so altered is located; and (iii) the ARB in accordance with Article 8.

(c) In the event that it shall be necessary at any time to repair a party wall or any portion thereof, the cost of such repair over and above the total proceeds of any insurance coverage attributable thereto shall be shared equally by the Owners of the Adjoining Units served by the party wall upon which repair is required.

(d) Notwithstanding any other provisions of this Section 16.4 to the contrary, an Owner who by his or her negligence or willful act causes a party wall to be damaged or exposed to the elements, shall bear the whole cost of repair and furnishing protection against such elements.

### 16.5 Enforcement of Owner Exterior Maintenance Requirements.

(a) In the event the Board shall reasonably determine that exterior maintenance or repair is needed on any Lot or Unit that is an area that is the responsibility of the Owner, or Owners in the

case of Adjoining Units, as provided for in Article 16, the Association shall notify the affected Owner, or if applicable in the case of Adjoining Units the affected Owners, in writing, which notice shall specifically describe the nature of the required maintenance and repair or noncompliance with the terms of this Declaration. Such maintenance and repairs shall include, but shall not be limited to, roof repair and replacement, repair of gutters and downspouts, and repair of exterior building surfaces. Such notice shall provide the applicable Owner or Owners with not less than fourteen (14) nor more than forty-five (45) days within which to perform the maintenance or repair, or to bring the applicable Lot(s) or Unit(s) into compliance. When such maintenance, repairs or compliance are not undertaken by the applicable Owner or Owners within such time period, then upon not less than fifteen (15) days prior written notice to the applicable Owner or Owners, the Association may perform such maintenance, repair or compliance on behalf of the Owner or Owners at such Owner's or Owners' cost and expense, and the cost and expense shall constitute an Exterior Maintenance Assessment and shall be assessed and collected against the Owner or Owners pursuant to Section 7.7 herein. The relief provided for herein is in addition to other enforcement options provided for herein and under Chapter 720, Florida Statutes, and is not intended to either limit the Association's rights of enforcement or to be the exclusive remedy for the Association to enforce the exterior maintenance and repair obligations of an Owner.

(b) For the purpose of performing the maintenance authorized by this Section, the Association, through its duly authorized agents, contractors, or employees, shall have the right, after the notice to the Owner provided under Section 16.5(a), to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as is practically affordable under the circumstances.

## **Article 17 MASTER ASSOCIATION**

### 17.1 Master Association Membership.

Each Owner shall automatically become a member of the Master Association upon acceptance of a deed to a Lot and the issuance of a certificate of occupancy or similar authorization by Duval County, Florida or other governmental authority having jurisdiction, for a Unit constructed on the Lot. The Master Association represents the Owners and owners of certain adjacent properties. The Master Association, acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property, all as more particularly set forth in the Master Declaration and other governing documents of the Master Association.

### 17.2 Lien Rights.

The Master Association is entitled to a lien upon any Lot for any unpaid assessments levied pursuant to the terms of the Master Declaration.

### 17.3 Collection of Master Association Assessments.

The Association shall collect assessments due to the Master Association pursuant to the Master Declaration from the Owners. Collection of Assessments due to Master Association by the Association shall in no way limit or impair the respective rights of either the Association or the Master Association to enforce the collection of assessments as provided in this Declaration and the governing documents of the Master Association.

**Article 18**  
**GENERAL PROVISIONS**

18.1 Duration.

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the Voting Members representing the votes of 75% of all the Lots and Units subject hereto and of 90% of the Mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any approvals being obtained.

18.2 Notice.

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

18.3 Interpretation.

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms of this Declaration shall be literally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development of enjoyment thereof.

18.4 Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

18.5 Effective Date.

This Declaration shall become effective upon its recordation in the public records of the County.

18.6 Amendment.

In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Developer, for so long as it or its affiliate holds title to any Lot or Unit affected by this Declaration; provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Property or (ii) materially and adversely alter the proportionate voting

interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Association, unless the record Owner of the Lot or Unit and all record owners of liens on the Lot or Unit join in the execution of the amendment. After Turnover by an instrument signed by the President of the Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66 2/3% of the Members represented at a duly called meeting thereof; provided that so long as Developer is the Owner of any Lot or Unit affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest. Notwithstanding any provision of this Declaration to the contrary, for a period of twenty-five (25) years following the date that this Declaration was originally recorded in the public records of Duval County, Florida, the provisions of Article 5 hereof shall not be amended.

#### 18.7 Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and said Articles shall take precedence over the Bylaws and the Bylaws shall take precedence over the provisions set forth in any rules and regulations adopted by the Board.

#### 18.8 Limitation on Association.

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Association as same pertains to any condominium located within the Property which would cause the Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Association to said Chapter 718. It is the intent of this provision that the Association not be deemed to be a condominium association, nor the Common Property be deemed to be common elements of any such condominium.

#### 18.9 Standards for Consent.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Review Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate.

#### 18.10 Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

18.11 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

18.12 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot and/or Unit or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot, Unit or other property.

18.13 Notices and Disclaimers as to Community Systems.

(a) Developer, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER, THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Developer, the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U. S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Developer, the Association, any Operator or any of their franchisees, successors or assigns, be liable

for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

(b) As a common service to the Owners and as a part of the Community Systems, the Association may, but shall not be obligated, to enter into contracts ("Common Service Contracts"), including bulk rate service agreements, with providers ("Service Providers") of cable television, data transmission, internet, home security, telephone and similar services for the construction, management, maintenance, modification and operation of such systems and utilities. All expenses incurred by the Association in connection with any Common Service Contract or Community Systems shall constitute an expense which may be funded through the collection of assessments pursuant to Article 7; provided however, if particular or additional services or benefits are provided to particular Lots or Buildings, the benefitted Owner shall pay the Service Provider directly for such services, or the Association may assess such costs as a Special Assessment pursuant to Section 7.4. The terms of any Common Service Contract may obligate individual Owners to execute subscription agreements or other contracts directly with the applicable Service Providers, or alternatively, the Association may execute Common Service Contracts on behalf of all Owners. All such agreements or other contracts may contain terms and conditions relating to the use and access of the systems described therein which, if violated by the Owner or any other person, may result in services to the applicable Lot or Building being terminated by the Service Provider or the Association. The termination of service for such a violation shall not relieve the applicable Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining to the applicable Common Service Contract or Community Systems. The Association shall have no obligation to utilize any particular Service Provider and all Common Service Agreements shall contain such terms and provisions as the Association shall reasonably deem appropriate in its sole discretion.

#### 18.14 Certain Reserved Rights of Developer 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, Developer hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement 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 Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the ordinances of the County); and

(c) the right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent (including any management company) thereof 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 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.

18.15 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS AND/OR UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

18.16 Covenants Running With The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 18.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 18.4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

18.17 Approval by Mortgagees.

Until Turnover, any amendments to this Declaration (including, without limitation, any amendment which results in the annexation of additional lands into the Property (other than the Future Development Property), the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Property for public use (other than the initial Common Property), and the conveyance, mortgaging or encumbrance of any part of the Common Property) must have prior written approval of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

18.18 Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Lot and Unit which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an

Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

18.19 Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

18.20 Consent to Owner Dispute Resolution.

Notwithstanding anything to the contrary herein, Declarant agrees on behalf of itself and the Association, that the Association unconditionally expressly agrees and consents in all respects to be bound by and follow any dispute resolution provision (including, without limitation, any arbitration provision) set forth in an Owner's sales contract with Developer, or any other entity that constructs a Unit, in the event the Association elects, on behalf of one or more Owners, to bring any claim against Developer or any other entity relating one or more Lots or Units (including, without limitation, any alleged construction defect matter).

18.21 Law To Govern

This declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

18.22 Construction Activities.

All Owners, occupants, and users of Lots are hereby placed on notice that Developer (and its agents, employees, contractors, subcontractors and suppliers) shall, from time to time, conduct construction activities within the Community which shall, among other things, result in increased levels of traffic, noise, and dust. By acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or the Community, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree that such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally.

18.23 Wildlife.

The Community is located adjacent to and nearby certain undeveloped areas, which may contain various species of wildlife that may stray into the Community from time-to-time, and which may pose a nuisance or hazard. Owners accept all risks associated with any wildlife that may enter into the Community and shall not disturb or harm any wildlife residing in the Community.

18.24 Limitations of Community Gate & Fencing.

The Community includes an entrance gate and sections of perimeter fencing that are intended to limit access to the Community by the public but are not intended to limit or prevent crime. Some, but not all, of the exterior boundary of the Community includes fencing that is considered Common Property, and portions of the exterior boundary of the Community, particularly areas adjacent to natural or conservation areas, contain no perimeter fencing. The gate and perimeter fencing are not intended to completely prevent public access to the Community.

Certain amenities within the Community may have fencing that is intended to limit access to the amenity and promote safety. Any such amenity fencing is not intended or designed to be a security measure or to prevent crime.

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EXECUTED as of the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Print Name: Sharon Paschal

[Signature]  
Print Name: Mercedes M. Stock

**DREAM FINDERS HOMES LLC,**  
a Florida limited liability company

By: [Signature]  
Print Name: Robert E. Riva, Jr., Esq.  
Its: General Counsel and Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by physical presence this 21st day of October 2025, by Robert E. Riva, Jr., Esq., as General Counsel and Vice President of Dream Finders Homes LLC, a Florida limited liability company, on behalf of the corporation. He is X personally known to me or produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

[Signature]  
(Signature of Notary)  
Mercedes M. Stock  
(Print Name of Notary Public)  
Notary Public, State of Florida  
My Commission Expires: 2/27/2028  
Commission No.: HH 459243



**EXHIBIT A**

**PROPERTY**

All of Everlake Phase 1, according to the plat thereof recorded in Plat Book 77, at page 187, of the public records of Duval County, Florida.

All of Everlake Phase 2, according to the plat thereof recorded in Plat Book 78, at page 189, of the public records of Duval County, Florida.

**EXHIBIT B**

**ARTICLES OF INCORPORATION  
FOR  
EVERLAKE HOMEOWNER'S ASSOCIATION, INC.**

**(See next page)**

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**ARTICLES OF INCORPORATION  
OF  
EVERLAKE  
HOMEOWNERS ASSOCIATION, INC.  
(a corporation not-for-profit)**

**I. NAME AND DEFINITIONS.**

The name of this corporation shall be Everlake Homeowners Association, Inc. All capitalized terms contained in these Articles of Incorporation that are not otherwise defined herein shall have the same meanings as such terms are defined by the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Everlake to be recorded in the public records, of Duval County, Florida (the "Declaration").

**II. PRINCIPAL OFFICE AND MAILING ADDRESS.**

The location of the corporation's principal office and its mailing address shall be 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

**III. PURPOSES.**

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the structures, landscaping and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To cooperate with the Master Association other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

D. To provide, purchase, lease, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

E. To operate without profit for the sole and exclusive benefit of its Members.

F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration and/or the Master Declaration.

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IV. **GENERAL POWERS.**

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for the operation and maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

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J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration and/or the Master Declaration.

V. **MEMBERS.**

The members ("Members") shall consist of the Developer and each Owner.

VI. **VOTING AND ASSESSMENTS.**

A. Subject to the restrictions and limitations hereinafter set forth, each Member other than the Developer shall have one vote for each Assessment Unit owned by them.

B. The Developer shall have the number of votes equal to the number of votes allocated to the Members other than the Developer, plus one vote. The Developer shall have such voting rights for so long as it shall have the right to elect or appoint a majority of the Board of Directors pursuant to Article VII hereof, and thereafter the Developer shall have one vote for each Assessment Unit owned by the Developer.

C. When an Owner is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

D. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of any monetary obligations due the Association for more than ninety (90) days may be deemed by the Board of Directors to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. **BOARD OF DIRECTORS.**

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. Until the Members other than the Developer become entitled to elect a majority of the members of the Board of Directors pursuant to Section 720.307, Florida Statutes (2021), the Developer shall have the right to appoint all of the Directors; provided however, the Members other than the Developer shall become entitled to elect at least one (1) Director at such time and in the manner prescribed by Section 720.307, Florida Statutes (2021). The Developer shall be entitled to elect at least one (1) Director for such time and in the manner prescribed by Section 720.307, Florida Statutes (2021).

B. Elections shall be by plurality vote. Directors shall initially serve one (1) year terms; provided however, at the first annual election of the Board of Directors following the date

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that the Members other than the Developer shall become entitled to elect a majority of the Directors, the terms of office of the Directors receiving the highest number of votes shall be established at two (2) years, and the remaining Directors shall serve for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

David Smith  
14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Batey McGraw  
14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Kevin Andersen  
14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

**VIII. OFFICERS.**

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	David Smith
Vice President	Batey McGraw
Treasurer	Kevin Andersen
Secretary	Kevin Andersen

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**IX. CORPORATE EXISTENCE.**

The Association shall have perpetual existence. These Articles shall become effective and the existence of the Association shall commence upon filing as prescribed by law.

**X. BYLAWS.**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

**XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes represented in person or by proxy at a meeting of the Members at which a quorum is present.

**XII. INCORPORATOR.**

The name and address of the Incorporator is as follows:

Robert Riva  
14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

**XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his

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being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### **XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### **XV. DISSOLUTION OF THE ASSOCIATION.**

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

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1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved or merged, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System transferred to and accepted by an entity which is approved by the SJRWMD, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 62-330.310, Florida Administrative Code, Applicant's Handbook Volume I, Section 12.3 or other administrative regulation of similar import.

**XVI. MERGERS AND CONSOLIDATIONS.**

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

[Signatures begin on following page]

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IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

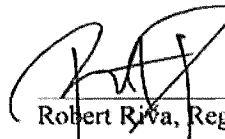
EVERLAKE HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 14701 PHILIPS HIGHWAY, SUITE 300, JACKSONVILLE, FLORIDA 32256, HAS NAMED ROBERT RIVA, WHOSE ADDRESS IS 14701 PHILIPS HIGHWAY, SUITE 300, JACKSONVILLE, FLORIDA 32256, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

**EVERLAKE HOMEOWNERS ASSOCIATION, INC.**

By:   
Robert Riva, Incorporator

Dated: January 27, 2022

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

  
Robert Riva, Registered Agent

Dated: January 27, 2022

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**EXHIBIT C**

**BYLAWS  
FOR  
EVERLAKE HOMEOWNER'S ASSOCIATION, INC.**

**(See next page)**

**EXHIBIT C**  
**BYLAWS**  
**OF**  
**EVERLAKE HOMEOWNERS ASSOCIATION, INC.**

**I. DEFINITIONS.**

All capitalized terms contained in these Bylaws that are not otherwise defined herein shall have the same meanings as such terms are defined in the Declaration of Protective Covenants, Restrictions and Easements for Everlake ("Declaration") to be recorded in the public records of Duval County, Florida, and in the Articles of Incorporation of the Association.

**II. LOCATION OF PRINCIPAL OFFICE.**

The office of Everlake Homeowners Association, Inc. ("Association") shall be at 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

**III. VOTING RIGHTS AND ASSESSMENTS.**

A. All Owners and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

**IV. BOARD OF DIRECTORS.**

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

**V. ELECTION OF DIRECTORS.**

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by self-nomination by any member who is eligible to serve as a director.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

C. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section E of this Article V.

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in accordance with the requirements of Chapter 720, Florida Statutes, as the same may be amended from time to time.

E. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

F. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

G. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

**VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.

II. 2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

9. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those expressly reserved to Members in the Declaration or the Articles of Incorporation of the Association.

A. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

III. 3. With reference to assessments of the Association:

IV. (a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

V. (c) To send written notice of each assessment to every Member subject thereto.

VII. **DIRECTORS MEETINGS.**

VI. A. Regular meetings of the Board shall be held not less frequently than quarterly on such date and at such time as the Board may establish.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance,

except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

#### VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement,

and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

**IX. COMMITTEES.**

The Board shall appoint the ARC and shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

**X. BOOKS AND RECORDS.**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

**XI. MEETINGS OF MEMBERS.**

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least thirty (30) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

**XII. PROXIES.**

VII. A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by general or limited proxy. General or limited proxies may be used to

establish a quorum. General or limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board of Directors, the Members shall vote in person or by mail by written ballot.

**XIII. SEAL.**

The Association may have a seal in circular form having within its circumference the words: Everlake Homeowners Association, Inc., not for profit, 2021.

**XIV. AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly called meeting of the Board. Amendments shall be effective on the date of passage by the Board.

**XV. INCONSISTENCIES.**

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

**EXHIBIT D**

**COMMON PROPERTY DESCRIPTION**

Craven Road, Sun Lily Court, Tracts "A", "B", "C", "D" and "E", Everlake Phase 1, according to the plat thereof recorded in Plat Book 77, at page 187, of the public records of Duval County, Florida, and all sidewalk, curb and landscape improvements (including natural buffer areas) located therein.

Sungarden Drive and Tract "C", Everlake Phase 2, according to the plat thereof recorded in Plat Book 78, at page 189, of the public records of Duval County, Florida, and all sidewalk, curb and landscape improvements (including natural buffer areas) located therein.