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**CERTIFICATE OF RESTATEMENT
OF
AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SWEETWATER BY DEL WEBB MASTER HOMEOWNERS'
ASSOCIATION**

THIS RESTATEMENT OF THE AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION ("Restatement") is made this 6th day of December 2021, by **SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation ("Association"), whose mailing address is 9039 Del Webb Parkway, Jacksonville, FL 32256.

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Sweetwater by Del Webb Master Homeowners' Association was recorded in Official Records Book 12487, Page 1119, et. seq., of the Public Records of Duval County, Florida (the "**Original Declaration**"), as amended by that certain Amendment to Declaration of Covenants, Conditions, Restriction and Easements for Sweetwater by Del Webb Master Homeowners' Association, recorded in Official Records Book 14403, Page 341, Public Records of Duval County, Florida (the "**First Amendment**"), that certain Amendment to Declaration of Covenants, Conditions, Restriction and Easements for Sweetwater by Del Webb Master Homeowners' Association, recorded in Official Records Book 14555, Page 1941, Public Records of Duval County, Florida (the "**Second Amendment**"), that certain Amendment to Declaration of Covenants, Conditions, Restriction and Easements for Sweetwater by Del Webb Master Homeowners' Association, recorded in Official Records Book 14692, Page 1580, recorded in Official Records Book 14692, Page 1580 Public Records of Duval County, Florida (the "**Third Amendment**"), that certain Amendment to Declaration of Covenants, Conditions, Restriction and Easements for Sweetwater by Del Webb Master Homeowners' Association, recorded in Official Records Book 14877, Page 1789 Public Records of Duval County, Florida (the "**Fourth Amendment**"), that certain Amendment to Declaration of Covenants, Conditions, Restriction and Easements for Sweetwater by Del Webb Master Homeowners' Association, recorded in Official Records Book 15142, Page 246, Public Records of Duval County, Florida (the "**Fifth Amendment**"), that certain Amendment to Declaration of Covenants, Conditions, Restriction and Easements for Sweetwater by Del Webb Master Homeowners' Association, recorded in Official Records Book 16516, Page 804, Public Records of Duval County, Florida (the "**Sixth Amendment**"), that certain **Corrective Amendment** to Declaration of Covenants, Conditions, Restriction and Easements for Sweetwater by Del Webb Master Homeowners' Association, recorded in Official Records Book 16903, Page 1467, recorded in Official Public Records of Duval County, Florida, that certain Amendment to Declaration of Covenants, Conditions, Restriction and Easements for Sweetwater by Del Webb Master Homeowners' Association,

recorded in Official Records Book 19190, Page 558, Public Records of Duval County, Florida (the **"Seventh Amendment"**). The Original Declaration together with the amendments thereto shall hereinafter be collectively referred to as the **"Declaration"**.

WHEREAS, the Association desires to restate the Declaration to consolidate all previously adopted amendments into one document.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the undersigned officer of SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC., certified that the attached Restated Amended Declaration of Covenants, Conditions, Restrictions and Easements for Sweetwater by Del Webb Master Homeowners' Association was adopted by the Board of Directors at a duly noticed meeting held on January 25, 2021.

WITNESS OUR HAND AND SEALS, the undersigned sets its hand and seal as of the date first above written.

Witnesses

Mona Arreola
Signature of Witness 1

Mona Arreola
Printed

Dory Bishop
Signature of Witness 2

Dory Bishop
Printed

SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC. a Florida not-for-profit corporation

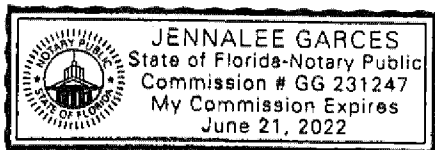
John Laino
Signature of President

John Laino
Printed

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of December, 2021, by John Laino, as President, of **SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC.**, on behalf of the corporation, personally known or produced _____ as identification.

Jennalee Garcés
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public



RESTATED

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS,
RESTRICTIONS AND EASEMENTS**

FOR

**SWEETWATER BY DEL WEBB
MASTER HOMEOWNERS' ASSOCIATION, INC.**

As amended:

6-28-2007.1; 2-28-2008; 6-23-2008; 11-05-2008; 12-10-2008; 2-28-2010; 9-04-2013; 8-12-2014; 10-28-2019

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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS is made as of the 6th day of **December 2021**, and declares thereby 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.

Article 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

(a) “Architectural Review Board” or “ARB” shall mean and refer to the committee of the Master Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration and in the Design Guidelines. *[amended 9-4-2013; 10-28-2019]*

(b) “Articles” or “Articles of Incorporation” mean the Articles of Incorporation of the Master Association, as amended from time to time. A copy of the Articles of Incorporation of the Master Association is attached hereto as **Exhibit “B”**. *[amended 2-27-2008]*

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

(d) “Assessment Charges” means all Assessments currently owned by each Owner, together with any late fees, interest and costs of collection, including reasonable attorney’s fees.

(e) “Board” or “Board of Directors” shall mean and refer to the duly constituted Board of Directors of the Master Association, from time to time.

(f) “Bylaws” mean the Bylaws of the Master Association, as amended from time to time. A copy of the Bylaws of the Master Association is attached hereto as **Exhibit “C”**. *[amended 1-28-2010.1; 1-28-2010.2; 9-4-2013; 5-24-2019; 9-26-2019]*

(g) “City” means the City of Jacksonville, Florida.

(h) “Common Property” shall mean and refer to the property described in **Exhibit “D” (Updated)** attached hereto and made a part thereof, 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. *[as amended 6-23-2008]*

(i) “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 the Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot/Unit.

(j) “County” shall mean and refer to Duval County, Florida.

(k) “Design Guidelines” shall mean and refer to the architectural design guidelines promulgated by the Developer and revised by the ARB and the Board of Directors from time to time. *[as amended 9-4-2013; 10-28-2019]*

(l) “Developer” shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation, 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 Master Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Master Association upon the transfer of control of the Master Association.

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

(n) “Future Property Development” shall mean and refer to any 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. It is the Developer’s present intention to annex certain land adjacent to the Property, which land will be commonly known as Sandpiper Village at Sweetwater by Del Webb Condominium.

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

(p) “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.

(q) “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.

(r) “Master Association” shall mean and refer to Sweetwater by Del Webb Master Homeowners’ Association, Inc.

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

(t) “Member’s Permittees” shall mean and refer to the following persons and such persons’ families (provided that the Owner of 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.

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

(v) “Mortgagee” means any bank, saving 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 Veterans’ Administration, the Federal Housing Administration, the Federal Lot Loan Mortgage Corporation, the Federal National Mortgage Association) holding a Mortgage now or hereafter placed upon any Lot or Unit, including Developer, or it’s assignee.

(w) “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 situation upon or within the Property.

(x) “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.

(y) “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.

(z) “Property” shall mean and refer to all properties described in **Exhibit “A” (Updated)** 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. *[amended 6-23-2008; 11-5-2008; 12-10-2008]*

(aa) “SJRWMD” shall mean the St. Johns River Water Management District.

(bb) “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, over-drainage, 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.

(cc) “Sub-Association” shall mean any association created or to be created to administer specific portions of the Property and Common Property or common elements lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions affecting such portions of the Property. The initial Sub-Associations are The Tides Condominium at Sweetwater by Del Webb Association, Inc. and Sandpiper Village Condominium at Sweetwater by Del Webb Association, Inc., and Also, the Developer intends to create a new Sub-Association that will be named The Tides II Condominium at Sweetwater by Del Webb Association, Inc. *[amended 9-4-2013]*

(dd) “Sub-Association Declaration” shall mean the Declaration of Condominium for The Tides Condominium at Sweetwater by Del Webb Association, Inc., The Declaration of Covenants, Restrictions, and Easements for Seabreeze Cove at Sweetwater by Del Webb Homeowners’ Association, Inc., the Declaration of Condominium for the Tides II Condominium at Sweetwater by Del Webb, and the

Declaration of Condominium for Sandpiper Village Condominium at Sweetwater by Del Webb, at such time as each declaration is recorded in the public records of Duval County. *[amended 9-4-2013; 8-12-2014]*

(ee) “Supplemental Declaration” shall mean and refer to an instrument executed by the Developer (or the Master Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as Common Property or for such other purposes as are provided in this Declaration.

(ff) “Sweetwater by Del Webb Community” shall mean any and all land which is from time to time subjected to this Declaration. It is anticipated that The Tides Condominium at Sweetwater by Del Webb Association, Inc., Sandpiper Village Condominium at Sweetwater by Del Webb Association, Inc., The Tides II Condominium at Sweetwater by Del Webb Association, Inc. will ultimately be part of the Sweetwater by Del Webb Community. *[amended 9-4-2013]*

(gg) “Unit” shall mean and refer to any dwelling unit constructed on a Lot or any condominium unit in any building that may be erected on any lot of land within the Property, which land is designated by Developer by recorded instrument to be subject to this Declaration (and to the extent Developer and not the Owner thereof, then by Developer joined by the Owner thereof).

(hh) “Single Family Homes” means any single-family residential dwelling constructed on any Lot, together with any permitted appurtenance Improvements, including without limitation, garages, driveways, and patios, constructed as an Initial Improvement or which have been approved by the ARB. *[as amended 4-27-2020]*

1.2 Interpretation.

The provisions of this Declaration and the Articles, Bylaws, and the rules and regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master 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 *[amended 6-23-2008; 11-5-2008; 12-10-2008]*

The initial real property which shall be held, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in **Exhibit “A” (Updated)** 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 by Supplemental Declarations (which shall not require the consent of then existing Owners, the Master 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, including without limitation, a declaration of condominium, 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 Master 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.

Article 3

MEMBERSHIP AND VOTING RIGHTS IN THE MASTER 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 Master 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 Master Association.

3.2 Voting Rights.

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

3.3 Powers of the Master Association.

The Master Association shall have all the powers, right, 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 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 Master 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 Master 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 Master 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 Master Association to charge reasonable admission and other fees for the use of recreational facilities situated on the Common Property.

(d) The right of the Master 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 Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration. Notwithstanding the foregoing, all proposed rules or regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Master Association.

(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 Master Association as set forth in its lawfully adopted and published rules and regulations.

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

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

(h) The right of the Master 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 Master Association deems reasonably appropriate and to create or contract with other associations within Sweetwater by Del Webb Community for purposes deemed appropriate by the Master Association.

(i) The right of the Master 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. *[amended 2-28-2008]*

Except as set forth in Section 15.3 herein, the Master 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 Master 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 Master Association, the Master 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 Master Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Master Association pursuant to this Declaration shall be paid for by the Master Association through assessments (either general or specific) imposed in accordance herewith. The Master Association, on behalf of itself and/or all or appropriate Sub-Associations, 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 Master Association shall then have the power to allocate portions of such expenses among the Master Association and/or the Sub-Associations, based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any supplemental Declaration. The portion so allocated to the Master Association or any sub-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 Street Lights.

To the extent not maintained by the Jacksonville Electric Authority, the Master 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), even if same are located within the Common Property/elements owned or administered by a Sub-Association (and said fixtures, installations, and equipment shall be deemed Common Property for the aforesaid purposes). 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. Notwithstanding the foregoing, in the event that a Sub-Association requests the Master Association to maintain, repair, or replace any street lighting fixtures, installations, or equipment which would not otherwise fall under the Master Association's responsibilities, then the Master Association may do so as long as all costs and expenses thereof are paid

by the requesting Sub-Association. Charges for electricity used by street lights shall be paid by the Master Association or Sub-Association, depending upon to which association's account such electricity is metered (as originally established by Developer or the applicable utility company).

4.5 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 Master Association.

4.6 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.

4.7 Public Easements.

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

4.8 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 as long as the structure causing said encroachment shall stand.

4.9 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, Unit, 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.

4.10 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.

4.11 Construction and Sales.

The 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.

4.12 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 Master 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 discretion 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 Master Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Master 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 Master 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 share 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 Master 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 Master 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. There shall be no absolute liability imposed on Owners from damage to Common Property in Sweetwater by Del Webb Community.

4.13 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 Master 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(j) 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 Master Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Master 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 Master Association or any Owner and (iii) if made to the Master 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 effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Lots and Unit 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 Master 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 Master Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion.

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; and

(b) Restrictions on Occupancy. Subject to the rights reserved to Developer for purposes of marketing and selling within the Sweetwater by Del Webb Community, the Lots and Units within Sweetwater by Del Webb Community 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 Housing for Older Persons Act of 1995 (as may be amended, the "Act") allowing discrimination based on familial status. Developer or the Master 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.

(i) Each occupied Lot or Unit shall at all times be Occupied by at least one person 55 years of age or older.

(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 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 are met nor shall any Owner permit Occupancy of the Lot or Unit in violation of this Section.

(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 that all of the requirements of the Act would still be met.

(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 Master Association may levy monetary fines against the Owner and the Lot or Unit for each day after the change in Occupancy occurs until the Master Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Article, in addition to all other remedies available to the Master Association under this Declaration and Florida law.

(c) Monitoring Compliance: Appointment of Attorney-in-Fact. The Master 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 Master 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 Master Association may enforce this Article in any legal or equitable manner available, as the Boards 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 Master 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 Master 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 Master 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 Master Association may levy, or such other action as may be necessary or appropriate to assure compliance with the Housing for Older Persons Act of 1955.

(ii) Each Owner shall be responsible for ensuring compliance of its Lot or Unit with the requirements and restriction of this Article, and the Master 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, and the Master Association 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; provided, such sales shall not affect the Community's compliance with all applicable State and Federal laws under 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.

Sweetwater by Del Webb Community 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. *[amended 2-28-2008]*

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 appropriate water and sewer authority, electric utility company, telephone company, the Master 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 Lot, Unit, 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 requirement 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 Master 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, not 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 in the lakes on the Property is 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 content 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/High Impact Glass.

All Improvements on Lots and all Units will be equipped with hurricane shutters or high impact glass. To the extent hurricane shutters are provided, 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 Master 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 Master 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. *[amended 9-4-2013; 10-28-2019]*

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 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 Master 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. The Owner must provide to the Master Association an age affidavit on a form prescribed by the Master Association for

each Occupant pursuant to a lease and such other information as the Master 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, the applicable Sub-Association Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Master Association and applicable Sub-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, the applicable Sub-Association 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 or applicable Sub-Association Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Master Association for any amount which is required by the Master Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Master 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 Master Association, whether prior or subsequent to such lease. If so required by the Master Association, any Owner desiring to lease a Lot or Unit may be required to place in escrow with the Master Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Master Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Master Association). Payments 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 right of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Master 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 Master 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.

6.13 Parking and Vehicular Restrictions. *[amended 9-4-2013; 8-12-2014]*

Lots located within Seabreeze Cove (single family homes) at Sweetwater by Del Webb shall have not more than three (3) vehicles associated with the Lot, two (2) of which must be parked in the Owner's garage. Units located within The Tides Condominium at Sweetwater by Del Webb and units located within The Tides II Condominium at Sweetwater by Del Webb shall have not more than two (2) vehicles associated with the Unit, one (1) of which must be parked in the Owner's garage.

It is contemplated that parking within Sandpiper Village Condominium at Sweetwater by Del Webb will be on a first come, first serve unassigned basis. ; provided however, that the Developer (and the Master Association following turnover of control of the Master Association), reserves the exclusive right at any time, and from time to time, to assign parking space(s) to specific Units or to the Master Association or the Sandpiper Village Condominium at Sweetwater by Del Webb Association, Inc., ("Sandpiper Village Condominium Association"), in its sole and absolute discretion. A grant with respect to parking shall be made by Developer by written assignment (which shall not be recorded). Any such grant vests in the Owner, the Master Association, or Sandpiper Village Condominium Association, as appropriate, the exclusive right

to use (and not title to) such space(s); provided however each Owner acknowledges and agrees that any parking space may be relocated at any time, and from time to time, by the Developer (or Master Association, as applicable) to comply with applicable Federal, State, and local Laws and regulations regarding or affecting handicap accessibility, including without limitation the Fair Housing Act and Americans with Disabilities Act. Unless otherwise noted on the form of assignment with respect to certain parking, such exclusive right to use shall pass with title to such Unit, whether or not specifically assigned. All fees collected by Developer for assigning spaces if any, shall be retained by Developer and shall not constitute income or revenue of the Master Association.

Golf carts and motorcycles are allowed but each shall count as a vehicle towards the vehicle limit in the Sub-Association. Golf carts and motorcycles must be parked within the garage. Motorcycles may be parked on the Common Property only with the written consent of the Board of Directors.

Owners must register all vehicles with the Master Association. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Master Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean, and attractive condition.

The Master Association, through its officers, committees, and agents, is hereby empowered to establish parking regulations in all of the Common Property and may make provision for the involuntary removal of any violating vehicle; provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish, or otherwise interfere with Developer's exclusive right to assign parking spaces and/or to collect all fees resulting therefrom. Parking in or on the Common Property or any Lot or Unit shall be restricted to the parking areas therein designated for such purpose.

Prohibited Vehicles. No commercial trucks, vans, or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Master Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Master 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. A commercial vehicle is one with signage, lettering, or display on it, has equipment affixed to it, or is used in a trade or business. 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 wholly within the confines of the garage. 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 with a pass obtained from the Master Association which must be displayed clearly on the vehicle. All vehicles will be subject to height, width, and length restrictions and other rules and regulations now or hereafter adopted. No vehicle may block the sidewalk for more than twenty-four (24) hours straight. No street parking is permitted at any time, and the Master 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.

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

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 Master Association may be towed by the Master 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 Master Association. The

Master Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, not 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.

6.14 Signs.

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. After Seller has finished its sales within the Sweetwater by Del Webb property, All signs must have advance written approval of its size, shape, content, appearance, and location from the Architectural Review Board prior to be 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.

6.15 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.

6.16 Pets. *[amended 9-4-2013; 8-12-2014]*

Owners must register all pets with the Master Association. Owners within The Tides Condominium at Sweetwater by Del Webb, The Tides II Condominium at Sweetwater by Del Webb and Sandpiper Village Condominium at Sweetwater by Del Webb are granted a license to maintain not more than a total of two (2) pets per Unit, and Owners within Seabreeze Cove (single family homes) at Sweetwater by Del Webb are granted a license to maintain not more than a total of three (3) pets per Lot, provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not a breed considered to be dangerous by the Board of Directors, (c) dogs or cats only, except as set forth below. This license may be revoked by the Board of Directors of the Master Association. 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 disturbances. 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 or play in the hallways or any other interior common area. Pets must be on the grass before the pet is permitted to stop and relieve itself. At no time may a pet relieve itself in the breezeway, hallway, or in or around any elevator. Owners should now allow landscape areas adjacent to the buildings or the building structures themselves to be used for elimination. 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 Master Association shall be liable for any personal injury, death, or property damage resulting from violation of the foregoing rules and regulations governing pets, and every Unit Owner maintaining a pet on the Property agrees to defend, indemnify, and hold the Master Association, its Board of Directors, Developer, each Unit Owner and the management company and its 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. Any landscaping damage or other damage to the Property, caused by an Owner's pet must be promptly repaired by the Owner. The Master Association retains the right to effect said repairs and charge the Owner therefore.

A violation of the provisions of this Section shall entitle the Master 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.

6.17 Clothesline.

No clotheslines or other clotheslines-drying facility shall be permitted without the prior written approval of the ARB.

6.18 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.

6.19 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.

6.20 Variances.

The Board of Directors of the Master Association shall have the right and power to grant variances from the provisions of this Article and from the Master 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.

6.21 Developer Exemption.

In order that the development of the Property may be undertaken, no Owner, nor the Master Association, not any Sub-Association, shall do anything to interfere with the 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, subcontractors or representatives, 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, subcontractors or representatives, 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, 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.

(h) 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 any unforeseen changes in development plans and to maintain an equitable system of Assessment allocation, provided that no change may be made in the allocation of Assessments among residential condominium Units insofar as it is the intent hereof that each such Unit shall be required to bear a proportionate burden of Assessments. The Board of Directors

shall budget and adopt Assessments for the Master 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 Master 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 Master Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration. Subject to the provisions of Section 7.14, 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 Master 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 Master 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 Master 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 Master 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 Master Association present in person or by proxy at a duly called meeting of the Master 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 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 on 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 installments 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.

7.6 Duties of the Board of Directors.

The Board of Directors of the Master Association shall fix the amount of the Assessment against the Lots and Units subject to the Master 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 Master 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 installation 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 Master 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 Master Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

7.7 Effect of Non-Payment of Assessment; the Personal Obligation; Remedies of the Master 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 Master 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 Master 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 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 7.8 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 Master Association:

(i) An administrative late fee of five percent (5%) of the sum 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 installation 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' on 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 Master Association for such purpose.

(iii) The Master 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 judgement is obtained, such judgement shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred bore, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the cost 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 Master Association.

(iv) Each Owner, by his acceptance of title to a Lot or Unit, expressly vests in the Master 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 Master 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.

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

(vi) The Master 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.

(vii) All payments on accounts shall be first applied to interest accrued by the Master 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.

(viii) Unless delegated to a Sub-Association by the Master Association, it shall be the legal duty and responsibility of the Master 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.

(ix) The Master 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.

7.8 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, not 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 Master 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.

7.9 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 Master Association, all references herein to collection (but not necessarily enforcement) by the Master 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.

7.10 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 Master Association's operating expenses not produced by Assessments receivable from Owners other than Developer and any other income receivable by the Master Association. The deficit to be paid under option (ii) above shall be the difference between (a) actual operating expenses of the Master Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Master 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 payment to the Master Association by written notice to such effect to the Master 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 Master Association for the payment of Assessments, deficits, or contributions.

7.11 Master Association Funds.

The portion of all Annual Assessments collected by the Master Association for reserves for future expenses, and the entire amount of all Special and Emergency Assessments, shall be held by the Master 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.

7.12 Working Capital Contribution.

Each purchaser shall be required to make a one-time working capital contribution to the Master Association in the amount determined by the Master Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and which may be used by the Developer to fund the operating deficit. This working capital contribution shall be due and payable upon each resale of the Lot or Unit.

7.13 Budget.

(a) Fiscal Year. The fiscal year of the Master 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 an 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 Master 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 Master 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. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The 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 Master 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 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 Assessment, 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 then 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 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 Master 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.

7.14 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, 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) 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 Master 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 Master 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. An 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, Unit 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).

7.15 Real Estate Taxes.

In the event the Common Property is taxed separately from the Lots or Units, the Master 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.

7.16 Certificate of Payment.

The Treasurer of the Master 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 Master Association or management company, as applicable.

Article 8 *[amended 9-4-2013; 10-28-2019]* **ARCHITECTURAL CONTROL; GENERAL POWERS**

8.1 Purpose.

Except for the Initial Improvements, the Master 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, water-scaping, 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 a quasi-governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the right granted to the ARB hereunder shall only be in effect after the Lot or Unit has been completed.

8.2 Members of the ARB.

The initial members of the ARB shall consist of persons designated by the Developer 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, which shall be exercised in a written notice from the Developer to the Association. 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. The Master Association reserves the right to delegate the duties of the ARB, to the respective Sub-Associations.

8.3 Meetings of 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 an 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 a majority 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 Master 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. If the proposed construction, alterations, or additions are to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association. 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 its use in its review process: (a) 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 ensure that the Owners 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 ensure 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 Master 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 such 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 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 Master 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 comes 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 Master Association, the Board of Directors, the ARB, the Developer nor any member thereof, not any duly authorized representative of any of the foregoing, shall be liable to any Sub-Association or 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 appropriate, or comply with any applicable governmental or industry requirements, standards or codes, and neither the ARB, the Master 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 Master Association generally, from and for any loss, claim, or damages connected with the aforesaid aspects of the improvements or alterations. Additionally, neither the Master Association, the Board of Directors, any member or representative of the ARB or 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 circumstance 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 affected 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 Master 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 Master Association and the ARB.

The Master 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 Master Association

shall have the absolute power to require specific action to be taken, by any Sub-Association in connection with applicable sections of the Property in that regard. The Master Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore, veto or cancel any contract providing for maintenance, repair, or replacement of the Property governed by any Sub-Association and otherwise require or veto any other action or decision of any Sub-Association (or committee thereof) as the Master Association deems appropriate from time to time. Any action required by the Master Association in a written notice to be taken by a Sub-Association shall be taken within the time frame set by the Master Association in such written notice. If the Sub-Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Sub-Association and shall assess the Lots and Units governed by the Sub-Association for their pro-rate share of any expenses incurred by the Master Association in connection therewith, together with an administrative charge to be determined by the Master Association under the circumstances (to cover the Master Association's administrative expenses in connection with the foregoing and to discourage the Sub-Association from failing to comply with the requirements of the Master Association). Such assessments may be collected as Special Assessments hereunder and shall be subject to all lien rights provided for herein.

8.15 Remedy for Violations.

If any Owner erects or constructs an Improvement or structure in violation of this Article, the Developer or the Master 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 Master 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 Master 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 Master 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 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
MASTER ASSOCIATION AND SUB-ASSOCIATIONS

9.1 Preamble.

In order to ensure the orderly development, operation, and maintenance of the Property, including the Property subject to the administration of the Sub-Associations as integrated parts of the Property, this Article has been promulgated for the purposes of (a) giving the Master Association certain powers to effectuate such goals, (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 Cumulative Effect: Conflict.

The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of the Sub-Associations and the Master Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions, and provisions, or any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Sub-Associations shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Sub-Associations as provided for here in. As to any Sub-Association which is a condominium association, no duties of same hereunder shall be performed or assumed by the Master Association if same are required by law to be performed by the Sub-Association or if the performance or assumption of such duties would be contrary to the purpose and intent of Section 18.8 of this Declaration.

9.3 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 Master Association. However, the Master Association may delegate to a Sub-Association(s) all or any part of such rights/duties, on an exclusive or non-exclusive basis, upon written notice recorded in the Public Records of the County.

As long as the Master Association performs architectural control functions, no Sub-Association shall do so unless such functions are specifically delegated to it by the Master Association; provided, however, that a Sub-Association for a condominium may perform such functions to the extent required by its Declaration of Condominium or by applicable law.

9.4 Collection of Assessments.

The Master Association shall collect all assessment and other sums due the Master Association from the members thereof. To the extent lawful, the Master Association may delegate, or contract for the performance of any duties performed by it pursuant hereto to/with a management company approved by the Master Association.

9.5 Delegation of Other Duties.

The Master Association shall have the right to delegate to a Sub-Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Section as the Master Association shall deem appropriate, provided that such duties have a reasonable relationship (by virtue of function or location) to the Sub-Association or its respective property. Such delegation shall be made by written notice

to the Sub-Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

9.6 Acceptance of Delegated Duties.

Whenever the Master Association delegates any duty to a Sub-Association pursuant to this Section, the Sub-Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend, and hold harmless the Master Association for all liabilities, losses, damages, and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Sub-Association's performance, non-performance, or negligent performance thereof. All Sub-Associations shall be responsible to the Master Association for maintaining adequate liability and other insurance covering injuries, deaths, losses, or damages arising from or connected with the Sub-Association's performance or non-performance of its duties hereunder.

9.7 Expense Allocations.

The Master Association may, by written notice given to the affected Sub-Association at least sixty (60) days prior to the end of the Sub-Association's fiscal year, allocate and assess to the Sub-Association a share of the expenses incurred by the Master Association which are reasonably allocable to the Sub-Association and/or the portion of the Property within its jurisdiction. In such event, the expenses so allocated shall thereafter be deemed common expenses of the Sub-Association payable by it (with assessments collected from its members) to the Master Association.

In the event of a failure of a Sub-Association to budget or assess its members for expenses allocated as aforesaid, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Sub-Association or, without waiving its right to the foregoing, specially assess the members of the Sub-Association and their Lots or Units for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

9.8 Non-Performance of Sub-Association Duties.

In addition to the specific rights of the Master Association provided in Section 9.7 above, and subject to the limitations set forth in Sections 9.2 and 18.8 of this Declaration, in the event that a Sub-Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own Declaration, Articles of Incorporation, Bylaws, or related documents, which failure continues for a period in excess of thirty (30) days after the Master Association's giving notice thereof, then the Master Association may, but shall not be required to, assume such duties. In such event, the Sub-Association shall not perform such duties unless and until such time as the Master Association directs it to once again do so.

9.9 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 Master 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 Master 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 to 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 non-prevailing 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 Master 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 Master Association shall give the Owner or Occupant at least fourteen (14) days notice of the violation(s) 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 Master Association or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Master Association. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of 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 violation(s) and the fine, the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(b) At any hearing, 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. A written decision of the committee shall be provided to the Owner or Occupant within twenty-one (21) days after the date of the hearing.

(c) 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 family, tenants, guests, invitees, or Occupants.

(d) 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.

(e) Amounts: the Board of Directors (if it's 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.

(f) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or Assessment of the penalties.

(g) 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.

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

(i) 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 Master 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 Master 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.

(j) The failure of Developer, the Master 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.

10.4 Initial Rules and Regulations.

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

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 Master 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 Master 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) or less of being sufficient 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 substantially the same manner as it 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 extensive than replacing the Common Property in substantially the same manner as it 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 Master 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 Master 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 Master 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 Master Association may deem desirable. The Master Association may also insure any other property, whether real or personal, owned by the Master Association, against loss or damage by fire and such other hazards as the Master Association may deem desirable, with the Master 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 Master Association. Insurance proceeds shall be used by the Master Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Master Association are common expenses included in the Annual Assessments made by the Master Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Master 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 Master 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 Master 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 Master Association which will not be voided or impaired thereby, the Master 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 Master 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 Master 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 Master Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Master Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Master 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 Master 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 Master 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 Master Association, with the Master Association to be an obligee thereunder. Such bonding shall cover

the maximum funds to be in the hands of the Master Association or management during the time the bond is in force.

12.5 “Blanket” Insurance.

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

Article 13
MORTGAGE 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 Master 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 and under other reasonable circumstances, current copies of this Declaration (with all Amendments) and the Articles of Incorporation, Bylaws, and rules and regulations and the books and records of the Master Association. Furthermore, such persons shall be entitled, upon written request to (i) receive a copy of the Master Association’s financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Master Association meetings, (iii) receive notice from the Master 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 Master Association, which default is not cured within thirty (30) days after the Master 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 notification of any insurance policy or fidelity bond maintained by the Master 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 Master 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 Master Association.

Article 14
DISCLAIMER OF LIABILITY OF
MASTER ASSOCIATION AND DEVELOPER

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE MASTER ASSOCIATION (COLLECTIVELY, THE "MASTER ASSOCIATION DOCUMENTS"), NEITHER THE MASTER 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 MASTER ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE MASTER 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 MASTER 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 MASTER 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 MASTER 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 MASTER ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE MASTER ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "MASTER ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE MASTER 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.

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 of Units and access easements to the Stormwater Management System. Developer hereby reserves for itself, its successors and assigns, and grants to the Master Association and its 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 is hereby granted an easement over any Lots or Units which is necessary or convenient for the Master Association to perform its maintenance obligations hereunder, 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 is 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 the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to make any grading 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, following which Developer or the Master Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Master Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or the Master Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or the Master Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or the Master Association and shall not be construed to obligate Developer or the Master Association to take any affirmative action in connection therewith. 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 as specifically set forth herein to the contrary, the Master 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 regulation 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.

The Master 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. The Master 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 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:

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

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

(c) The Master 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 Master Association and the approval of the ARB or Developer, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Master Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of the Declaration. All improvements to the Stormwater Management System may also require the prior written approval of SJRWMD. After receiving the approval of the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements. 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.

Developer and the Master 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 Master 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 Developer and the Master Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Master Association. Only Developer and the Master 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 DEVELOPER NOR THE MASTER 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 DEVELOPER AND THE MASTER ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, THE MASTER ASSOCIATION, NOR ANY OF THEIR 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 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 provision contained elsewhere in this Declaration, 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 Master 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 Master 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 Master 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 contraction of the Stormwater Management System or drainage system, Developer shall assign all its rights, obligation, and duties thereunder to the Master Association. The master 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, BE 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 IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER 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 Developer, the Master Association, or the grantee of the easement.

15.12 Conservation Easement.

From time to time, the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection, and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as “Restricted Land.” The use of such Restricted Land is hereby restricted as follows:

(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 of 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.

**Article 16
SPECIAL COVENANTS**

16.1 Preamble.

In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots and Units, the following provisions of this Article 16 shall apply in those cases where the below-described types of improvements are constructed within the Property, subject, however, to variance pursuant to Section 2.2 of this Declaration. However, nothing herein shall necessarily suggest that Developer will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

16.2 Condominiums and Cooperatives.

In the event that any portion of the Property is submitted to the condominium or cooperative form of ownership, then the following special provisions shall apply:

(a) The board of directors of the condominium or cooperative association shall constitute the Sub-Association for such condominium or cooperative.

(b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the condominium/cooperative building and any appurtenant facilities shall be treated as

a Unit and any other portion of the condominium/cooperative shall be treated as an unimproved portion of the Lot, with the condominium/cooperative association to have the maintenance duties of an Owner as set forth therein. The condominium/cooperative association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of rules and regulations of the Master Association.

(c) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual condominium or cooperative unit and shall be the direct obligation of the Owner thereof.

With respect to the Architectural Review Board: (i) no condominium or cooperative association shall make any improvements or alterations on or to the Property under its jurisdiction without first having secured the approval of the Architectural Review Board as provided therein and (ii) in the event that an individual Owner of a condominium or cooperative Unit(s) desires to make alterations to the exterior thereof, a request for the approval thereof shall be submitted to the Architectural Review Board as required by this Declaration, but such request shall be accompanied by evidence that the condominium or cooperative association having jurisdiction thereover has already approved same, absent which approval the Architectural Review Board shall not consider the submission and same shall be considered timely disapproved.

Article 17 *[amended 10-28-2019]*

BAYMEADOWS ROAD EAST OWNERS' ASSOCIATION *[Intentionally Deleted]*

Article 17

SEABREEZE COVE (SINGLE FAMILY HOMES)

17.1 Preamble

(a) The Developer intended to develop certain real property located in Duval County, Florida as a planned unit community consisting of single family homes, which community would be commonly referred to as "Seabreeze Cove at Sweetwater by Del Webb," and which land is more fully described in the plat for Sweetwater by Del Webb Phase I, recorded at Plat Book 57, pages 83, 83A, 83B, 83C, 83D, 83E, 83F, 83G, 83H, 83I, 83J, 83K, and 83L of the public records of Duval County, Florida (the "Seabreeze Cove Property").

(b) The Seabreeze Cove Property was intended to be developed as single-family homes on 44" by 50" lots.

(c) The Developer subjected the "Seabreeze Cove Property" to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Seabreeze Cove at Sweetwater by Del Webb, Inc. (the "Seabreeze Cove Declaration") dated May 13, 2005 and recorded in Official Records Book 12487, Page 1196 of the public records of Duval County, Florida.

(d) To provide for the preservation, enhancement, maintenance, and efficient management of the Seabreeze Cove Property, the Developer created the "Seabreeze Cove at Sweetwater by Del Webb Homeowners Association, Inc." (the "Seabreeze Cove Association"), a Florida not-for-profit corporation, whose membership included all Owners of all or any part of the Seabreeze Cove Property.

(e) The Seabreeze Cove Declaration provided certain rights and obligations pertaining to Seabreeze Cove.

(f) On June 28, 2007, the Master Association and the Seabreeze Cove Association entered into that certain ASSIGNMENT AND ASSUMPTION AGREEMENT, between SEABREEZE COVE AT SWEETWATER BY DEL WEBB HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation and SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Agreement"), recorded in Official Records Book 14126, Page 781, of the public records of Duval County, Florida.

(g) Pursuant to the Agreement, the Seabreeze Cove Association assigned, transferred, and set over to the Master Association all rights, benefits, interests, and obligations of the Seabreeze Cove Association under the Seabreeze Cove Declaration, as well as all rights, benefits, interests, and obligations of the Seabreeze Cove Association with respect to the Seabreeze Cove Association's assets, including but not limited to, the Seabreeze Cove Association's financial assets and liability, if any, from and after the date of the Agreement.

(h) The Master Association assumed and accepted all of the Seabreeze Cove Association's rights, benefits, interests, and obligations under the Seabreeze Declaration, and assumed and accepted all of the Seabreeze Cove Association's rights, benefits, interests, and obligations with respect to the Seabreeze Cove Association's assets, including but not limited to, the Seabreeze Cove Association's financial assets and liability, if any, from and after the date of the Agreement.

(i) The Master Association also assumed and accepted any and all, if any, of the Seabreeze Cove Association's obligations under any permits, including but not limited to, St. Johns River Water Management District permit number 40-031-860003-3 and Army Corps of Engineers permit number SAJ-2004- 8157-NBF.

(j) On August 8, 2007, the Members of the Seabreeze Cove Association filed Articles of Dissolution with the Florida Department of State, Division of corporation, dissolving the Seabreeze Cove at Sweetwater by Del Webb Homeowners' Association, Inc.

17.2 Seabreeze Cove Declaration.

Except as amended by the Agreement, the Seabreeze Cove Declaration shall remain in full force and effect, as modified by the Agreement. The Seabreeze Cove Property (Single Family Homes) shall continue to be held, sold, occupied, and conveyed subject to the covenants, conditions, restrictions, easements, and limitations set forth in the Seabreeze Cove Declaration.

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 Master 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 be 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 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 Master 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. It is anticipated that this Declaration will be recorded immediately prior to the first Unit closing in Sweetwater by Del Webb.

18.6 Amendment.

In addition, but subject to any other manner herein provided for the amendment of this Declaration, prior to Turnover (as defined in the Articles), 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 Sweetwater by Del Webb 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 Master 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 Master 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.

18.7 Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Master 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 Master Association.

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege, or duty of the Master Association as same pertains to any condominium located within the Property which would cause the Master 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 fully determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Master Association to said Chapter 718. It is the intent of this provision that the Master 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 Master 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 Master 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 Master 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 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 Master 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 or such easement and the Owners designate hereby the Developer and the Master 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.

Developer, the Master Association, or their successors, assigns or franchises and any applicable cable telecommunications systems operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER, THE MASTER 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 SERVICES BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE MASTER 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 obligation with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Developer, the Master Association, or any successor, assign, or franchisee thereof 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 the Developer, the Master 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 Master Association or any franchisee, successor, or designee of any of same of any Operator. Further, in no event will Developer, the Master 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.

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 Master 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 Master Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Master 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 OR 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 restriction 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 Master 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 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 Law to Govern.

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

IN WITNESS WHEREOF, the Association has caused the foregoing Restated Amended Declaration of Covenants, Conditions, Restrictions and Easements for Sweetwater by Del Webb Master Homeowners' Association to be executed, and its corporate seal to be affixed, by its duly authorized officer on the date set forth above.

Witnesses:

Mona Arreola
Signature of Witness 1

Mona Arreola
Printed

Dory Bishop
Signature of Witness 2

Dory Bishop
Printed

SWEETWATER BY DEL WEBB MASTER HOMEOWNERS ASSOCIATION, INC.

John Laino
Signature

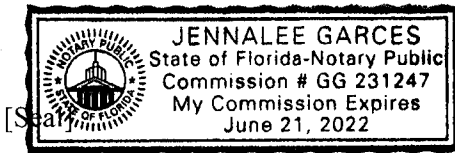
John Laino
Printed Name

Its President
Address: 9039 Del Webb Parkway
Jacksonville, FL 32256

COUNTY OF Duval)

STATE OF FLORIDA)

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 16 day of December, 2021, by John Laino as President of Sweetwater by Del Webb Master Homeowners' Association, Inc., on behalf of the corporation.



Jennalee Garces
Signature of Notary Public, State of Florida

Jennalee Garces
Print, Type, or Stamp Name of Notary Public

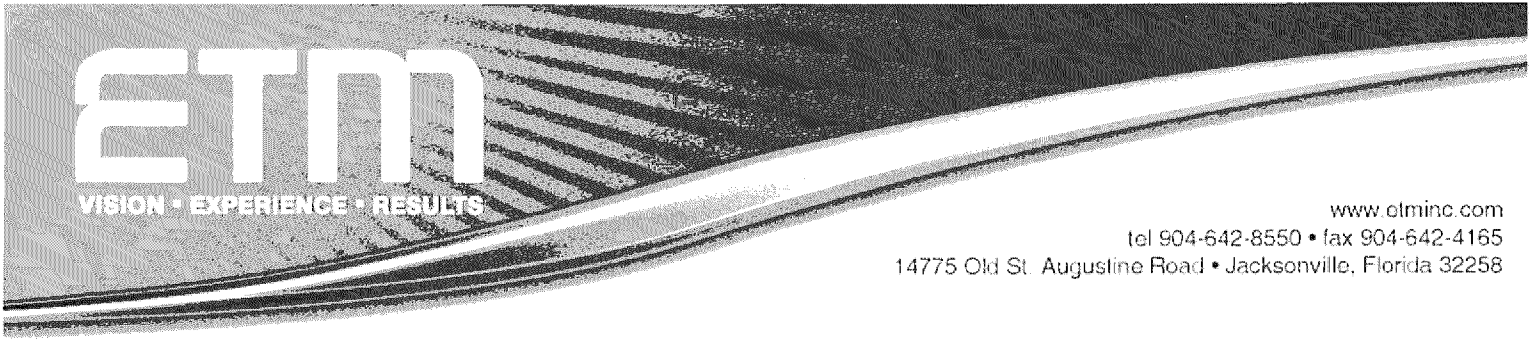
Personally Known OR

____ Produced _____ as identification

EXHIBIT A
(Updated)

PROPERTY DESCRIPTION

Amended: 06-23-2008; 11-5-2008; 12-10-2008; 02-06-2020
Updated: 08-19-2021



August 19, 2021

Work Order No. 21-230.00

File No. 128A-35.00A

Lands covered by Sweetwater by Del Webb Master HOA Declaration

All of Sweetwater by Del Webb ~ Phase One, as recorded in Plat Book 57, pages 83, 83A through 83L, together with all of Sweetwater by Del Webb ~ Phase Two, as recorded in Plat Book 59, pages 89 through 118, both being recorded the current Public Records of Duval County, Florida.

Less and Except from the above described lands all of those lands described and recorded in Official Records Book 18226, page 757 and Official Records Book 18317, page 2166, both of said current Public Records.

Further Less and Except all public right of ways dedicated to the City of Jacksonville from said Sweetwater by Del Webb ~ Phase Two.

EXHIBIT B

ARTICLES OF INCORPORATION
FOR
SWEETWATER BY DEL WEBB MASTER
HOMEOWNERS' ASSOCIATION, INC.

Amended: 02/27/2008
Refiled: 07/23/2021

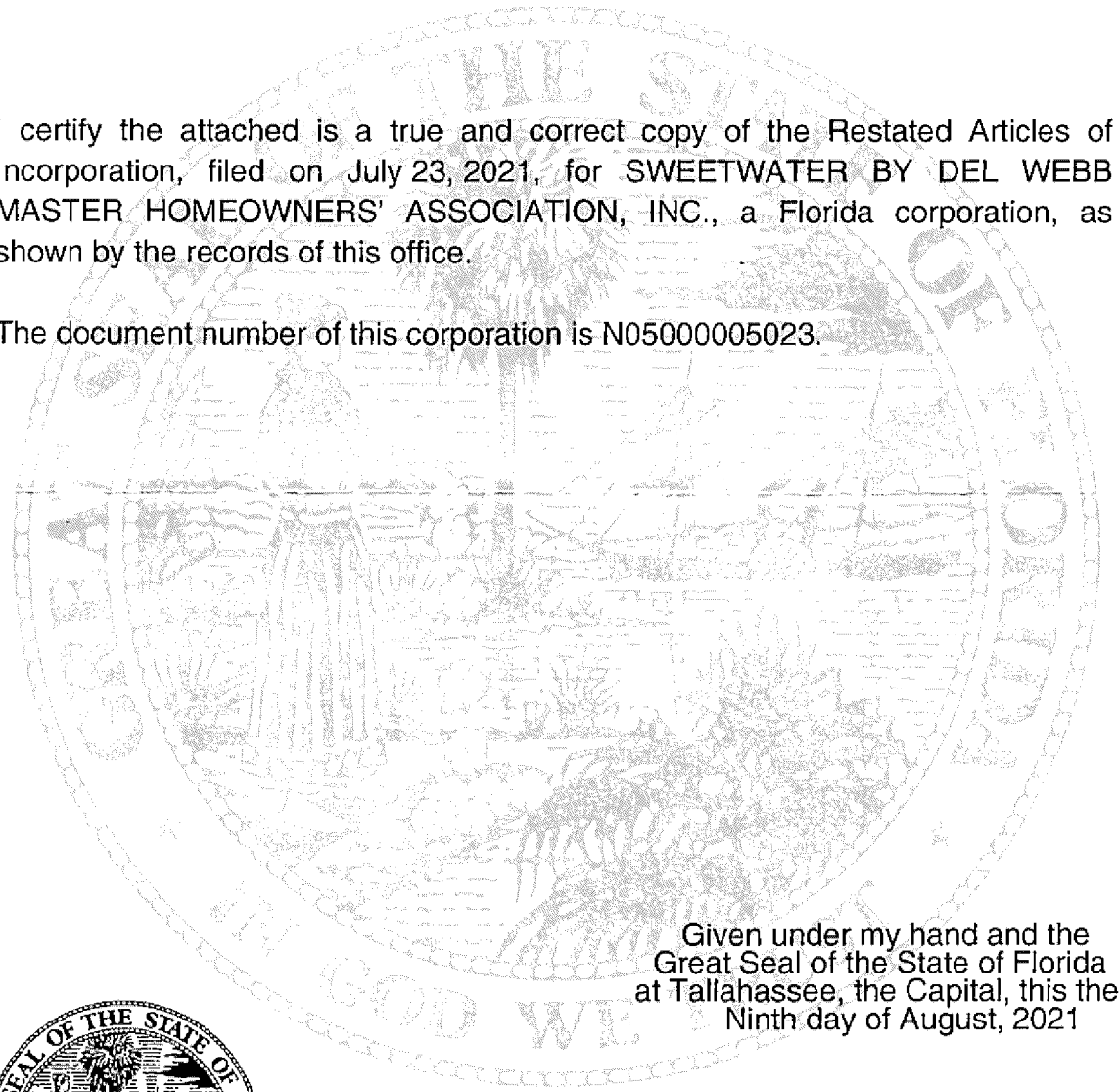
State of Florida



Department of State

I certify the attached is a true and correct copy of the Restated Articles of Incorporation, filed on July 23, 2021, for SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N05000005023.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Ninth day of August, 2021



Laurel M. Lee
Laurel M. Lee
Secretary of State

**RESTATED ARTICLES OF INCORPORATION
FOR
SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1.
NAME**

The name of the corporation shall be **SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE 2.
OFFICE**

The principal office and mailing address of the Association shall be 5210 Belfort Road South, Suite 400, Jacksonville, Florida 32256, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3.
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions, and Easements for Sweetwater by Del Webb Master Homeowners' Association recorded (or to be recorded) in the Public Records of Duval County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain, repair, and replace the Common Property thereof for the benefit of the Owners who become Members of the Association.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual Member or any other person. The Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code or other applicable provisions of the Code and federal and state law.

**ARTICLE 4.
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5.
POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration, or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade, and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of Members holding two thirds (2/3) 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 (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to, and operate the Common Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors, and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Property; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulation for the use of the Common Property and applicable law.

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Property.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Parcel, and each Mortgagee of an Owner, by acceptance of a lien on said Parcel, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain, and manage the Stormwater Management System in a manner which is consistent with the St. Johns River Water Management Direct Permit No. 40-031-86003-3 requirements and applicable St. Johns River Water Management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management System.

(k) The Association shall levy and collect adequate assessments against Members of the Association for the cost of maintenance and operation of the Stormwater Management System.

(l) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi-governmental entities to provide services to or for the Association or the Members.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles, or Bylaws, provided however, the Board of Directors may not act on behalf of the Association to amend the Declaration or terminate the Association or the Declaration. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

5.4 Property of the Association. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5.5 Distribution of Income: Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors, or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws, and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

**ARTICLE 6.
MEMBERS**

6.1 Membership. The Members of the Association shall consist of the Developer under the Declaration (Pulte Home Corporation) and all of the record title owners of Lots, Units, and Parcels within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot, Unit, or Parcel.

6.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Lot, Unit, or Parcel for which that share is held.

6.3 Classes of Members/Voting. The Association will have two (2) classes of voting membership:

(a) Classes of Members.

(i) Class A Members. Class A Members shall be all Owners of Units and Lots within the Sweetwater by Del Webb community with the exception of the "Developer" (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Unit or Lot owned by such Member.

(ii) Class B Member. The Class B Member shall be the Developer, or a representative thereof, who shall have the sole right to vote in Association matters. The Class B Membership shall exist until the occurrence of the earlier of the following events ("Turnover"):

(1) Three months after ninety percent (90%) of the Lots and Units in the Property that will ultimately be operated by the Association have been conveyed to Class A Members, or;

(2) Such earlier date as Developer, in its sole discretion, may determine in writing.

(b) Voting.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

(c) Appointment/Election of Board of Directors.

Until Turnover, the Class B Member shall appoint the Directors in accordance with the provisions set forth in Article 4 of the Bylaws. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Developer shall transfer control of the Association to Owners other than the Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. So long as the Developer provides notice in accordance with Chapter 720, Florida Statutes, of Developer's decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if the Owners other than the Developer refuse or fail to assume control.

**ARTICLE 7.
INCORPORATOR**

The name and address of the Incorporator of this Association is:

NAME

Bill Genovese

ADDRESS

5210 Belfort Road South, Suite 400
Jacksonville, Florida 32256

**ARTICLE 8.
TERMS OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may only be terminated by the approval of the Members holding two-thirds (2/3) of the votes, voting in person or by proxy at a duly called meeting at which a quorum is present or by the approval of Members holding two-thirds (2/3) of all the votes; provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non-profit corporation with similar purpose. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution, or liquidation.

**ARTICLE 9.
OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties and qualifications of the officers.

**ARTICLE 10.
DIRECTORS**

10.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements. The replacements shall hold office for the periods described in the Bylaws.

10.5 Standards. A Director shall discharge his duties as a director, including any duties as a member of an ARB: in good faith; with the care an ordinary, prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports, or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants, or other persons as to matters the Director reasonably believes

are within the persons' professional or expert competence; or an ARB of which the Director is not a member if the Director reasonably believes the ARB merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11. INDEMNIFICATION PROVISIONS

This Association shall indemnify any and all of its directors, officers, employees, or agents, or former directors as permitted by law. Said indemnification shall include, but no limited to, the expenses, including the cost of any judgments, fines, settlements, and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee, or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE 12. BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 13. AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of seventy-five percent (75%) of the Lots, or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies, or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles which affect the rights of the SJRWMD, shall be subject to the approval of the SJRWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE CONSOLIDATION

These adopted restated articles of incorporation supersede the original articles of incorporation and all amendments to them.

REQUIRED ADOPTION INFORMATION

These restated articles of incorporation were adopted by the board of directors.

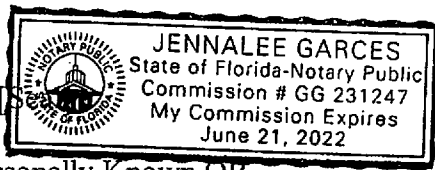
I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Dated: July 13, 2021

Signature: [Handwritten Signature]
Printed Name: Stephen Sepe
Title: President, MHOA Board of Directors

COUNTY OF Duval)
STATE OF FLORIDA)

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 13 day of July, 2021, by Stephen Sepe as President of Sweetwater by Del Webb Master Homeowners' Association, Inc., on behalf of the corporation.



[Handwritten Signature]
Signature of Notary Public, State of Florida
Jennalee Garces
Print, Type, or Stamp Name of Notary Public

X Personally Known OR
 Produced as identification

OR BK 18945 PAGE 1785

EXHIBIT C

**AMENDED AND RESTATED BYLAWS
FOR
SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC.**

**BYLAWS
FOR
SWEETWATER BY DEL WEBB MASTER HOMEOWNERS' ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

**ARTICLE 1
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements for Sweetwater by Del Webb Master Homeowners' Association.

**ARTICLE 2
BOOKS AND PAPERS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**ARTICLE 3
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association, (the "Articles").

3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such assessments are made as provided in the Declaration.

**ARTICLE 4
BOARD OF DIRECTORS**

4.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall consist of the following seven (7) Directors:

(a) one (1) Single Family Home Director will be elected by the Owners of single family homes; provided however, that the Single Family Home Director must be an Owner of a single family home;

(b) one (1) Tides Director. The Tides Association will appoint the current president of The Tides Association to be the Tides Director;

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(c) one (1) Tides II Director. The Tides II Association will appoint the current president of The Tides II Association to be the Tides II Director;

(d) one (1) Sandpiper Director. The Sandpiper Association will appoint the current president of the Sandpiper Association to be the Sandpiper Director;

(e) three (3) Directors will be elected by all Members, which Directors will be elected by receiving the largest number of votes.

The Members may vote to increase or decrease the number of Directors on the Board of Directors by amending this Section 4.1. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles and herein.

4.2 Election and Removal

(a) Terms. Directors of the Association shall be elected or appointed, as applicable, at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in these Bylaws. Each Director shall hold office until his/her successor has been elected/appointed.

(i) Appointed Directors. The length of the term of the three (3) Appointed Directors (Sandpiper Director, Tides Director, Tides II Director) is variable as it is dependent upon the election of officers by each Sub-Association board of directors. When an Appointed Director ceases to be the President of their respective Sub-Association, the term of that Appointed Director shall automatically expire and that Director shall be replaced by appointment of the new President of such Sub-Association.

(ii) Elected Directors. The four (4) Elected Directors - three (3) At-Large Directors and (1) Single-Family Home Director - shall each serve a term of three (3) years.

(iii) At the 2019 Annual Membership Meeting and Election, the Members shall elect one (1) At-Large Director to serve a term of three (3) years, and the Owners of single-family homes shall elect one (1) Single-Family Home Director to serve a term of three (3) years. At the 2021 Annual Membership Meeting and Election, the Members shall elect two (2) At-Large Directors to serve a term of three (3) years. Thereafter, at each election, the newly elected Directors will serve a term of three (3) years.

(b) Removal of Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in Section 4.2(c) of these Bylaws. Any Director appointed by a Sub-Association may be removed from office at any time with or without cause by the affirmative majority vote of the Board of Directors of the Sub-Association which appointed that Director, and the Board of Directors of that Sub-Association shall then fill the vacancy. Any Director elected to the Board in accordance with the provisions of Article 4 may be removed from office at any time with or without cause by the affirmative majority vote of the Board of Directors, and the Board of Directors shall then fill the vacancy.

(c) Directors shall have the absolute right to resign at any time. The remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Board of Directors of each Sub-Association shall be called as soon as possible for the purposes of appointing new directors and the resignations of the prior directors shall not be effective until such appointment are made and new directors are appointed, except that if no meeting is held or no directors are appointed after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are appointed or not.

(d) Notwithstanding the foregoing, if the term of a Director expires, a Director is removed in accordance with the terms of these Bylaws, or a Director resigns, the replacement Director must be appointed or elected in a manner which is consistent with the required composition of the Board as set forth in Section 4.1 of these Bylaws.

4.3 For the purposes of organization, a meeting of the duly elected Board of Directors shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place, and object of such meeting.

4.4 Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.5 Subject to the provisions of Section 4.7 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.6 Subject to the provisions of Section 4.7 below, special meetings of the Board of Directors may be called at any time by the President or by any three (3) members of the Board and may be held at any place or places within Florida as designated by the Board, and at any time.

4.7 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty-eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments.

4.8 Each Director shall have one (1) vote and Directors may not vote by proxy or secret ballot; provided, however, that secret ballots may be used for the election of officers.

4.9 The Directors of the Association have a fiduciary duty to the Owners of Lots and Units governed by the Association.

**ARTICLE 5
OFFICERS**

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

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5.2 The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice-President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice-President shall perform the duties and exercise the powers of the President. If more than one (1) Vice-President is elected, the Board shall designate which Vice-President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the Directors, where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Association have a fiduciary duty to the Owners or Lots governed by the Association.

ARTICLE 6 MEETINGS OF MEMBERS

6.1 The regular annual meeting of the Members shall be held in the month of October in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or Treasurer, or by any four (4) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least thirty percent (30%) of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy, except that proxies shall not be used to elect members of the Board of Directors. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time, and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws' provided, however, that a strict or technical reading of said Robert's Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

**ARTICLE 7
AMENDMENTS**

7.1 Procedure. These Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only to be filed in the minute book, and need not be recorded in the public records of the County.

7.2 Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

**ARTICLE 8
OFFICIAL RECORDS**

In accordance with the requirement of Section 720.303(4), Florida Statutes, the Official Records of the Association shall consist of:

8.1 General Records.

(a) A copy of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or other property which the Association is obligated to maintain, repair, or replace.

(b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.

(c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.

(d) A copy of the Declaration of Covenants and of each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses and Lot identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic address or the number for receiving electronic transmission of notices.

(h) All of the Association's insurance policies, or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) A copy of the disclosure summary described in Section 720.401(1), Florida Statutes.

(k) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

8.2 Financial Records. Accounting records for the Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(c) All tax returns, financial statements, and financial reports of the Association.

(d) Any other records that identify, measure, record, or communicate financial information.

8.3 Inspection and Copying of Records. The foregoing official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice, and manner of inspections and may impose fees to cover the costs of providing copies of official records.

**ARTICLE 9
BOOKS AND PAPERS: FISCAL YEAR;
MINUTES: BUDGETS: FINANCIAL REPORTS**

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by an Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice, and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws, and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

9.2 The fiscal year of the Association shall be the twelve (12) month period commencing January 1st and terminating on December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon must be recorded in the minutes.

9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year, and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.


9.5 The Association shall prepare an annual financial report within one hundred twenty (120) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Members in accordance with the time limits set forth in Section 9.1 above.

The foregoing were adopted as the Bylaws of the Association at a noticed meeting of the Board of Directors.

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The foregoing Amended and Restated Bylaws of Sweetwater by Del Webb Master Homeowners' Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were adopted at a meeting of the Board of Directors on the 12th day of September, 2019.

**SWEETWATER BY DEL WEBB
MASTER HOMEOWNERS'
ASSOCIATION, INC., a Florida
not-for-profit corporation**

By: 
Print Name: STEPHEN SEPE
Title: President

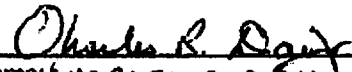
Attest: 
Print Name: CHARLES R. DAY, JR.
Title: Secretary

EXHIBIT D
(Updated)

COMMON PROPERTY DESCRIPTION

Amended: 06-23-2008

EXHIBIT D (UPDATED)
(amended 06-23-2008)

COMMON PROPERTY DESCRIPTION

1. All land within the plat for Sweetwater by Del Webb Phase One, recorded at Plat Book 57, pages 83, 83A, 83B, 83C, 83D, 83E, 83F, 83G, 83H, 83I, 83J, 83K and 83L of the public records of Duval County, Florida less and except the Lots depicted on the plat.
2. All land within the plat for Sweetwater by Del Webb Phase Two, recorded in Plat Book 59, pages 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117 and 118, of the public records of Duval County, Florida, less and except the Lots, Condominium Tract J and Condominium Tract K depicted on the plat.
3. Those portions of Condominium Tract J, Sweetwater by Del Webb – Phase Two, recorded in Plat Book 59, pages 89 through 118, which are specifically designated and depicted on the plot plan of the Declaration of Condominium for Sandpiper Village Condominium at Sweetwater by Del Webb, recorded in Official Records Book 13353, page 1148, of the public records of Duval County, Florida, as amended from time to time, as Common Property of the Sweetwater by Del Webb Master Homeowners Association, including the roadways, sidewalks, lift station, drainage easement areas, lakes, stormwater management areas and conservation areas.
4. That portion of Condominium Tract K, Sweetwater by Del Webb – Phase Two, recorded in Plat Book 59, pages 89 through 118, depicted on the plot plan of the Declaration of Condominium of The Tides Condominium at Sweetwater by Del Webb, recorded in Official Records Book 12842, page 506, of the public records of Duval County, Florida, as amended from time to time, as Common Property of the Sweetwater by Del Webb Homeowners' Association, including the roadways, sidewalks, lift station, drainage easement areas, lakes, stormwater management areas and conservation areas.