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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LUXE 202
(Duval County, Florida)**

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Exhibits:

- Exhibit A - Legal Description
- Exhibit B - Articles of Incorporation
- Exhibit C - Bylaws
- Exhibit D - Permit

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
LUXE 202**

This Declaration of Covenants, Conditions, and Restrictions of Luxe 202 is hereby made by **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, whose mailing address is 10375 Centurion Parkway North, Suite 410, Jacksonville, Florida 32256 (the "**Declarant**", as such term is hereinafter further defined), and is joined by **LUXE 202 HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation whose mailing address is 10375 Centurion Parkway North, Suite 410, Jacksonville, Florida 32256 (the "**Association**", as such term is hereinafter further defined), in acknowledgement of its duties, responsibilities, and obligations hereunder.

WITNESSETH:

Declarant is the owner in fee simple of the real property located in Duval County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

Declarant intends, but shall not be required, to develop the Property as a residential community to be known as "Luxe 202" and to construct attached single family homes and related improvements on the Property, provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth; and

In order to preserve and enhance the values and appearance of the Community, the Declarant declares, commits, and subjects the Property and any improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements, and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance, and enforcement; and

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the Property and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration or any amendment hereto (unless the context shall clearly indicate otherwise) shall

have the following meanings:

Section 1. "ARC" shall have the meaning set forth in Article VIII, Section 6 hereof.

Section 2. "Articles" or "Article of Incorporation" mean and refer to the Articles of Incorporation of Luxe 202 Homeowners Association, Inc., a not-for-profit Florida corporation, attached hereto as **Exhibit "B"**, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 3. "Association" means Luxe 202 Homeowners Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 4. "Board of Directors" or "Board" means the Board of Directors of the Association, as set forth in the Bylaws (as defined below).

Section 5. "Builder" means any person or entity other than the Declarant who (i) purchases a Lot for the purpose of constructing a Home on the Lot for resale, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term "**Builders**" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. Builders may also include any entity which holds title to a Lot for a Builder, provided the Builder has the right or option to repurchase the Lot from such entity to construct a Home on the Lot for resale and such Builder otherwise complies requirements to be deemed a Builder herein.

Section 6. "Bylaws" mean the Bylaws of Luxe 202 Homeowners Association, Inc., attached hereto as **Exhibit "C"** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time-to-time pursuant to the terms thereof.

Section 7. "City" shall mean the City of Jacksonville, Florida.

Section 8. "Common Area" shall mean any real property interests within the Community designated as Common Areas from time to time by the Declarant, by Plat or by a recorded amendment to this Declaration or Supplemental Declaration, as well as any personal property located thereon or owned, leased by, or dedicated to the Association for the common use and enjoyment of the Owners within the Community. The Common Areas may include, without limitation, open spaces and parks, entrance features, sidewalks, signage, irrigation lines and equipment, landscape buffers, mail kiosk(s), SWMS, perimeter walls or fences, retaining walls, and other improvements, which are owned by or dedicated to the Association. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREA" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR

WARRANTY AS TO THE EXTENT OF ANY COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

Section 9. "Community" or "Luxe 202" means the residential community planned for development upon the property described in Exhibit "A" or any property annexed into the Community as provided herein; the same being within the County.

Section 10. "Community Standards" shall mean such architectural and design standards for the Community, if any, established by the Declarant, the Board or the ARC, as provided in Article VIII hereof.

Section 11. "County" shall mean Duval County, Florida.

Section 12. "Declarant" means Mattamy Jacksonville LLC, a Delaware limited liability company, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of the County, in the State of Florida. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Use of the term "Declarant" herein shall have the meaning of the term "developer" in Sections 720.303 - 720.315 of the HOA Act, but references to "Declarant" herein are not intended to expressly mean one who constructed and was responsible for the site development and infrastructure for the Community including, but not limited to, underground utilities, grading, excavating, erosion control and road work, to the extent such may be a person or entity differs from Declarant.

Section 13. "Declaration" means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 14. "Development Period" shall mean the period commencing upon recording of this Declaration and ending on the date upon which all Homes within the Property, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners other than Declarant or Builders.

Section 15. "Governing Documents" shall mean the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community, including any Supplemental Declaration and Amendments recorded from time to time.

Section 16. "HOA Act" shall mean Chapter 720, Florida Statutes, as it exists on the date of recording this Declaration in the Public Records of the County.

Section 17. "Home" shall mean any dwelling containing a single-family attached residential dwelling constructed upon and including a Lot. A Home shall be deemed created and have perpetual existence upon the issuance of an initial final or temporary Certificate of Occupancy

for such dwelling; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes the Lot and any interest in land, improvements, or other property appurtenant to the Home.

Section 18. "Institutional First Mortgage" shall mean a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first priority mortgage encumbering a Home.

Section 19. "Institutional First Mortgagee" shall mean any bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity. The foregoing shall include Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Declarant or Board shall hereafter approve in writing and their assigns; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), U.S. Department of Agriculture ("USDA") or the U.S. Department of Housing and Urban Development ("HUD") or such other lender as is generally recognized in the County, State or Country as an institutional lender; or Declarant, its successors and assigns

Section 20. "Lot" or "Townhome Lot" is a subdivided residential lot within the Property described on the Plat or any property annexed hereto and becoming a part of the Property which is conveyed or to be conveyed to an Owner and upon which there has been constructed or will be constructed a Home. The term "Lot" includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home once constructed.

Section 21. "Member" is every person or entity who is a Member in the Association by ownership of a Lot or as otherwise provided herein and in accordance with Article IV, Section 1 of this Declaration and the Bylaws.

Section 22. "Operating Expenses" are all actual and estimated costs and expenses of operating the Association and carrying out any obligations of the Association required by this Declaration or other covenants encumbering the Property. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Area, including, without limitation, common area facilities, open space and parks, landscape and buffers, retaining walls, perimeter walls or fences, the SWMS, any mail kiosks servicing the Community, signage, entry features, parking areas and community walk ways; all amounts payable by the Association under the terms of this Declaration, the Master Covenants or the HPI Agreement (as defined in Article V, Section 9); all costs of community lighting including up-lighting and entrance lighting, all amounts payable in connection with irrigation costs incurred by the Association for irrigation, including all expenses related to the cost of reclaimed water and water usage, and any master water meter; costs of utilities; amounts payable to a telecommunications provider for telecommunications services furnished to Owners (if and as applicable); any fees due under any bulk service agreement entered into on behalf of the Owners

by the Association or Declarant; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves, voluntary funding, or other deferred maintenance accounts. All references to "operating expenses" in the Governing Documents shall be deemed to mean "Operating Expenses" as defined in this Section.

Section 23. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation; provided, however, where context requires, to the extent a term, covenant, condition or restriction herein which applies to all "Owners" is contrary to another term, covenant, right, easement, condition or restriction which applies specifically to the Declarant and/or specifically to Builders, then the specific provisions applicable to the Declarant and/or applicable to Builders shall prevail and the Declarant or Builders, as applicable, shall not be deemed an Owner for purposes of such conflicting provisions.

Section 24. "Permit" shall mean the Environmental Resource Permit attached hereto as **Exhibit "D"**, amendments or modifications thereto, or other permits issued for Surface Water Management Systems (hereinafter defined) impacting the Property by the WMD (hereinafter defined). It is anticipated that the Association will be responsible for operation and maintenance of the Permit and copies of the Permit and any future permit actions of the WMD shall be maintained by the Association for the benefit of the Members and Association.

Section 25. "Plat" is the plat or plats of the Property, to be recorded in the Public Records of the County, State of Florida, as the same may be replatted from time to time. The term Plat shall also include any additional plats of property subsequently added to the terms of this Declaration by a Supplemental Declaration.

Section 26. "Property" is the property described in **Exhibit "A"** and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration. No portion of the land shall be part of the Property unless subject to the terms and conditions of this Declaration at its recording or by Supplemental Declaration thereafter.

Section 27. "Rules" or "Rules and Regulations" are collectively the rules and regulations, which the Board of Directors may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property and any improvements located thereon. Rules need not be recorded in the Public Records of the County. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Community from containing additional restrictions or provisions that are more restrictive than the Rules. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules.

Section 28. "Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records of the County pursuant to Article II below which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

Section 29. "Surface Water Management System" or "SWMS" shall mean the collection of devices, improvements, or natural systems whereby surface and storm waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, conservation and upland preservation areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (as may be amended from time to time). The SWMS includes work authorized by WMD pursuant to the Permit. It is anticipated the Association will be responsible for operation and maintenance of the SWMS.

Section 30. "Telecommunications Provider" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

Section 31. "Telecommunications Services" shall mean delivered entertainment services, if provided, or none at all; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term "Telecommunications Services" is to be construed as broadly as possible.

Section 32. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders other than the Declarant as more particularly set forth in Article IV hereof.

Section 33. "Turnover Date" shall mean the date on which transition of control of the Association from the Declarant to Owners and Builders occurs as more particularly described in Article IV, Section 2 of this Declaration.

Section 34. "Vacant Lot" shall mean any Lot that does not have a Home that has been constructed and has been issued an initial final or temporary Certificate of Occupancy for such dwelling. Once a Home has been constructed and such Certificate of Occupancy obtained, such Lot shall no longer be a Vacant Lot regardless of the status of the Home after such initial Certificate of Occupancy has been received. All terms of this Declaration are applicable to Lots shall also be applicable to Vacant Lots unless otherwise provided herein.

Section 35. "WMD" shall mean the St. Johns River Water Management District.

The foregoing definitions shall be applicable to this Declaration and to any Supplemental Declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Plan of Development. Luxe 202 is a residential master planned Community. It is presently anticipated that Luxe 202, when fully developed, will be comprised of the Lots and the property encompassing the Common Area, as more particularly defined by this Declaration, together with other publicly dedicated lands. Notwithstanding the foregoing, however, Declarant reserves the right to modify its plan of development of Luxe 202 (including, without limitation, the right to modify site plan(s), Plat(s), development approvals or permits, and the right to change the improvements, facilities, Common Area, Home product types and the number of Homes to be constructed within Luxe 202, and/or the right to add land to Luxe 202 or to withdraw land from Luxe 202. Therefore, in the event Declarant modifies its plan of development of Luxe 202, adds land to Luxe 202 and/or withdraws land from Luxe 202, the number of Lots, the layout of Lots and/or the size of Lots within Luxe 202 may change and as a result of any changes in the number of Lots, and the Assessments required to be paid pursuant to this Declaration may increase or decrease as appropriate. Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Declarant may choose which are in conformance with applicable governmental rules and regulations. Declarant's general plan of development of Luxe 202 may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Luxe 202, as well as any changes thereto. Each Owner should not rely on the Plat or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas or other improvements therein. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of the Community owned by the Declarant or reconfigure any Lot or other land owned by the Declarant, for purposes including, without limitation, extending or relocating any right-of-way or Common Area shown on the Plat or converting any Lot or portion thereof to use as a right-of-way or Common Area, provided the Declarant owns the lands affected by or subject to such change.

Section 2. Legal Description. The real property which is and shall be initially held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the property described in **Exhibit "A"**, and such additions and phases as may hereafter be brought within the jurisdiction of the Association in accordance with Article II, Section 4 hereof and subject to the terms of this Declaration.

Section 3. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, except as otherwise expressly provided herein, each Owner, Builder, and all occupants of Homes, as well as their respective lessees, guests, and invitees, hereby agrees to abide

by all terms and provisions of this Declaration and the Governing Documents. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant or Builders from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration. Any lease for a Home within the Community shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the Declaration, the Articles, the Bylaws and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles and the Bylaws, in that order, shall prevail.

Section 4. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class A Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex and subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Class A Members or any other party, other than the record title owner of such real property. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant.

(b) Annexation With Approval of Class A Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Membership, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven percent (67%) of the Class A Members of the Association. Annexation shall be accomplished by filing of record in the Public Records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon recording of such Supplemental Declaration unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of and Interests in Real Property. The Declarant may convey or cause to be conveyed to or dedicated to the Association additional real property, or cause or grant easements in favor of the Association, or any improvements thereon or interest therein,

improved or unimproved, and upon conveyance, dedication or grant to the Association, the same shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members. Annexation of additional property or future development phases of the Community, if annexed herein, may result in additional Common Area improvements being owned and maintained by the Association and conveyance of Common Areas therein shall not require the consent of any other Owner or Builder.

(d) Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "**Withdrawn Property.**" In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in a material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration. Notwithstanding the foregoing, (i) withdrawal of property that is the subject of a valid purchase agreement may not be withdrawn absent the prior written consent of the purchaser thereunder, and (ii) the Declarant's written consent shall be required for the withdrawal of any portion of the Property during any period of time that Declarant still owns any Lots depicted on the Plat(s).

(e) Amendment. This Article II, Section 4 shall not be amended by the Association without the prior written consent of Declarant during the Development Period or so long as the Declarant or any Builder holds Lots for sale in the ordinary course of business.

Section 5. Right to Allow Use. The Declarant and/or the Association (with the consent of the Declarant prior to the Turnover Date) may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association, and/or other related or unrelated third parties may obtain the right to use, possession of, or other rights regarding certain portions of the Property (including Common Areas), on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the end of the Development Period shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

ARTICLE III

MEMBERSHIP AND TRANSFERS

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership in the Association for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of the Governing Documents and the HOA Act.

Section 2. Transfer. Upon the transfer of a Home, whether by sale, gift, demise or otherwise, the new Owner shall, within five (5) days after taking title to the Home, provide the Association notice of such transfer and contact information and any additional information the Association may require. The prior Owner shall deliver to the new Owner any mailbox key(s), gate access devices, or other items issued to the prior Owner by the Association. In the event the prior Owner shall fail to do so, or in the event an Owner loses such a device, the new Owner shall purchase a replacement mailbox key, gate access device, or other item from the Association or its designee. The Association shall not be required to replace or repair any mailbox lock or mailbox key for any Owner, and any repair or replacement of a mailbox lock or mailbox key shall be at the Owner's cost and expense.

ARTICLE IV

VOTING RIGHTS

Section 1. Member Classes. The Association shall have two (2) classes of voting membership:

(a) Class A. The "**Class A Members**" shall be those Owners defined in Article III, Section 1 of the Declaration with the exception of the Declarant, until the Class B Membership ceases to exist and is converted to Class A Membership. The "**Class A Membership**" shall mean the membership in the Association held by the Class A Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The "**Class B Member**" shall be the Declarant and the "**Class B Membership**" shall mean the membership in the Association held by the Class B Member. The Class B Member shall be entitled to four (4) votes for each platted Lot owned by the Declarant and four (4) votes for each vote the Class A Members are entitled to cast at any time; provided, however, upon the conversion of the Class B Membership to Class A Membership, the Declarant

shall be entitled to one (1) vote for each Lot they own in the same manner as all other Class A Members.

Section 2. Turnover. The Turnover of the Association by the Declarant shall occur at a meeting where the Class A Members shall elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Owners and Builders of the date, location, and purpose of the Turnover meeting. The Class B Membership shall cease and be converted to Class A Membership on the occurrence of the Turnover at the Turnover meeting, which shall occur within three (3) months of the following events, whichever occurs earliest, unless otherwise required by Florida law:

- (a) When ninety percent (90%) of all Lots in all phases of Luxe 202 to be developed have been conveyed to third-party purchasers (other than Declarant and Builder(s)); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment; or
- (b) When the Declarant elects to terminate the Class B Membership in a written instrument signed by Declarant and delivered to the Secretary of the Association; or
- (c) As otherwise required by the HOA Act or applicable Florida law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE V

PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage said Common Area, provided, the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder. The right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a Class A Member. No such rights to mortgage shall be effective unless approved by a vote of two-thirds (2/3rds) of all Members at a duly noticed meeting for the purpose of approving such mortgage.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, other authority, or utility for such purposes. No such dedication or transfer shall be effective (i) unless approved by the Class B Member prior to Turnover and after Turnover by a vote of two-thirds (2/3rds) of the Class A Members at a duly noticed meeting and the vote of the Declarant, so long as the Declarant owns any Lot, agreeing to such dedication or transfer, and (ii) unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television, access, and other common services purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area and to temporarily close facilities for repair or maintenance;

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith, including without limitation private access easement granted to the Association for the use and benefit of the Owners, their guests, tenants, and invitees, if any;

(f) Easements referred to in Article X of this Declaration;

(g) The right to the use and enjoyment of the Common Area and facilities thereon, once construction thereof has been completed, shall extend to all Owners and their family, tenants, guests and invitees, provided there is delegation of the right of enjoyment in accordance with the Bylaws and subject to regulation from time to time by the Association in its Rules;

(h) Access to certain Common Area within the Property may not be obtained from an Owner's or Member's Lot, other Common Area, or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access cannot be obtained from the Owner's Lot, other Common Area, or publicly dedicated streets or properties, the Owner shall need to obtain the permission of an Owner whose Lot is contiguous to said Common Area. The fact that an Owner shall not have access to certain Common Area from its Lot, Common Area, or publicly dedicated streets or properties does not allow an Owner to avoid liability for Assessments (as defined below) provided for in Article VI of this Declaration; and

(i) The other provisions of this Declaration, the Articles and Bylaws.

Section 2. Common Area.

(a) Ownership. In the event any Common Area is dedicated to the Association, the Declarant will convey such Common Area to the Association and the Association shall accept and maintain the Common Area conveyed to it. In addition, any easement granted in favor of the Association shall be maintained by the Association in accordance with the terms of any such grant or dedication as if such easements were Common Areas; provided, however, the use and enjoyment of such easements shall be limited to the purpose for which they were intended. The

Association shall be obligated to accept conveyance of any Common Areas or grants of easements from the Declarant as deemed necessary or advisable by Declarant. The Association shall have the right to promulgate Rules for the use of Common Areas and such restrictions shall be enforceable against all Owners and their guests, tenants and invitees. Common Area shall include all property dedicated to the Association on a Plat, as well as all property conveyed to the Association.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. The Association shall only be responsible for maintenance of the Common Areas to the extent they are not otherwise required to be maintained or delegated for maintenance to another entity. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all landscaping, paving, irrigation systems, infrastructure leading to the homesites, walk ways, sidewalks, fences, open space and parks, mail kiosks and other structures, including entry features, if any, but excepting any public utilities and public improvements maintained by or dedicated to the City or County. The Association shall be authorized, but not required, to provide other services to make emergency repairs and to perform other work on Lots reasonably necessary for the proper maintenance and operation of the Community, and the Association shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the Governing Documents of the Association, including lawfully adopted Rules, shall be levied as an Individual Assessment, as defined herein, against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of its right to use the Common Areas.

(c) Rules. The Association, through its Board of Directors, may make and enforce reasonable Rules governing the Common Areas, which Rules shall not be inconsistent with the rights and duties established by this Declaration. Violations may result in the levy of reasonable monetary fines in accordance with the Declaration and applicable law and suspension of Common Area use rights or the right to vote. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of fines or suspension of rights shall be as provided herein and in the Bylaws of the Association. The Rules shall not apply to the Declarant or Builders or to any property owned by the Declarant or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of the Community or adversely affect the respective interests of the Declarant or Builders. Without limiting the foregoing, the Declarant, Builders and/or each of their agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within the Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of the Community), general office and construction operations within the Community; (iii) to the extent authorized by applicable zoning and other regulations, place, erect or construct portable, temporary or accessory buildings or structures within the Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or

construction of any portion of the Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or other portions of the Community, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of the Community including, without limitation, Lots and Homes; and (vi) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising the Community. Notwithstanding the foregoing, the Declarant may promulgate and enforce separate rules and regulations regarding Builders, which shall be provided to such Builders in writing.

(d) Optional Services. The Association shall be authorized, but not required, to provide other services, such as installation and maintenance of entry features, the employment of stationary or patrolling guards within the Community, or other services for maintenance or repair of the Homes or structures, and performing emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community, and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the Governing Documents of the Association, including lawfully adopted Rules, shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of its right to use the Common Areas.

(e) Access Control System. The Association and each Owner, by acceptance of deed to a Lot, acknowledge that the Community has no controlled access facilities at one or more access points to the Community. If the Association attempts to restrict or control access into the Community through means not approved by the Declarant during the Development Period, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard. THE ASSOCIATION, BUILDERS, AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF NO ACCESS CONTROL OR ACCESS CONTROL MEASURES IN THE COMMUNITY. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, BUILDERS, AND THE DECLARANT, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF THE SAFETY OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION, BUILDERS, AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS IN CONNECTION WITH ANY ACCESS TO OR FROM THE COMMUNITY OR ANY CASUALTY OR INTRUSION.

Section 3. Declarant's and Builders' Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to enter into agreements, execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's or Builders' development, construction, sales and marketing of the Property. However, nothing contained

herein shall authorize Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or the Common Area; or unilaterally change the Declaration, Articles, Bylaws and Rules in violation of the HOA Act after the Class B Membership has terminated;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities, adjacent property owners, governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, irrigation lines, pumps or other irrigation facilities, or any other utilities or services, to any Lots within the Property or any portion of the Common Areas, or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(c) The Declarant and each Builder shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant or such Builder is engaged in any development, construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and Builders shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant and Builders shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work, sales, leasing or marketing of the Community or within the Property. No Owner, its guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, Builders, or any of their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. Notwithstanding the foregoing, the Declarant, in its sole discretion, shall also have the right to grant to Builders and other third-parties certain rights reserved hereunder to the Declarant for the purpose of construction, sales and marketing by executing a partial, non-exclusive assignment of rights in favor of such party to be kept in the official records of the Association.

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, nor the Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any facilities or other improvements within or upon the Common Areas. Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that, title to all portions of the Common Areas owned by Declarant shall be transferred to the Association no later than the expiration of the

Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (i) all rights of Declarant and other persons set forth in this Declaration; and (ii) any restrictions or limitations contained in the instrument conveying such portion to the Association. THE ASSOCIATION AND EACH OWNER SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. NEITHER THE DECLARANT NOR ANY BUILDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN. FURTHER, THE DECLARANT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, THAT THE PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF THE PROPERTY CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE, OR THAT SUCH REAL PROPERTY IS ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the WMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the Surface Water Management System for the Property in accordance with the Permit; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System is anticipated to be owned, operated and maintained by the Association, and/or its agents pursuant to an agreement with the Association in compliance with all approvals, codes and regulations of governmental authorities and the WMD. Such operation and maintenance shall specifically include all utility costs and equipment related to the obligations hereunder, as well as

any ongoing monitoring which the Association is required to perform pursuant to the Permit. Easement for access to the Surface Water Management System for the Property are also hereby created in favor of the WMD.

Section 7. Association's Obligation to Indemnify. The Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, Builders, their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

Section 8. Roadways. All of the roadways within the Community are intended to be public roadways and shall be maintained by the City, therefore such public roadways shall not be maintained by the Association, unless otherwise depicted on the Plat or subsequently conveyed to and accepted by the Association. Without limiting any other provision of this Declaration, the City is responsible for the maintenance, repair and/or resurfacing of all paved public roadways. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO THE COMMUNITY ARE INTENDED TO BE PUBLIC. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, BUILDERS, AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC OR MAINTENANCE OR REPAIR OF THE SAME.

Section 9. Master Restrictive Covenant. The Community is encumber by and subject to the covenants and restrictions set forth in that certain Master Declaration of Covenants, Restrictions and Easements for Glen Kernan Park recorded in Official Records Book 20353, Page 1591, as amended by that certain First Amendment to Master Declaration of Covenants, Restrictions and Easements for Glen Kernan Park recorded in Official Records Book 20884, Page 1931 (the "**Master Covenants**") as affected by that certain Agreement of Owners of HPI Tract recorded in Official Records 20960, Page 718 (the "**HPI Agreement**"), all of the Public Records of the County. The Master Covenants create certain rights and obligations related to cross access, drainage, stormwater, and utility easements which both benefit and burden the Property. Each "Owner", as such term is defined in the Master Covenants, has obligations to maintain portions of the Property in accordance with the Master Covenants. The Association shall be responsible for such maintenance obligations with respect to the Common Areas. The failure of the Association or any Owner to comply with the maintenance requirements in the Master Covenants could result in another "Owner" (as defined in the Master Covenants) exercising default remedies, which include reimbursement of costs and include lien rights against the Property. In addition, the HPI Agreement sets forth further agreements regarding rights and obligations for the "HPI Tract" under

the Master Covenants between the various owners of the portions of the HPI Tract, including the Association and the Owners of Lots. The HPI Agreement requires that the Association reimburse the Hodges Owners Association, Inc., a Florida not for profit corporation (the "**Hodges POA**") for a portion of expenses incurred by the Hodges POA in performing obligations of the HPI Tract owners under the Master Covenants and the HPI Agreement. Any such expenses shall be deemed Operating Expenses and collected as part of the Assessments or by Special Assessment by the Association and remitted by the Association to the Hodges POA. The Hodges POA has lien rights in the event amounts due to the Hodges POA are not timely paid. Further, notwithstanding anything to the contrary in the Hodges POA incorporating documents, the Association shall be the designated member of the Hodges POA for the Property. The Property is also allocated one seat on the board of directors of the Hodges POA. The Association's then current President of the Association shall fill the Association's seat on the Hodges POA board during its term as President.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any Regular Assessments (as defined below) or charges for the payment of Operating Expenses of the Association (including, without limitation, payment of taxes which may be assessed against any Common Areas or any personal property which may in the future be owned by the Association) (the "**Regular Assessments**"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for Regular Assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Areas, together with other costs and/or expenses levied or imposed against the Association or property of the Association (the "**Special Assessments**"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots (the "**Individual Assessments**"). All such Regular Assessments, Special Assessments, and Individual Assessments, collectively referred to as "**Assessments**", shall be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all trial and appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title, without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and the Community. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover Operating Expenses of the Association, and other purposes deemed necessary by the Board, subject to Section 5 of this Article VI. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment charged against the Lot.

Section 3. Basis of Regular Assessments. For the initial year of operation of the Association, the annual amount for Regular Assessments shall be the amount as set forth in the estimated operating budget of the Association for the initial year of operation. From and after January of the next operating year, the Regular Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association as well as the number of Lots subject to the Declaration at the beginning of the next operating year.

Section 4. Reserves. Assessments of any kind for the creation of reasonable reserves for any purposes set forth in this Declaration or as authorized by the HOA Act. Reserves may be created by the approval of a majority of the total Voting Interests of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interests of the Association, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those improvements approved for reserve funding which comprise any portion of the Common Areas or any other improvements (including improvements on Lots) maintained by the Association (the "Reserves"). Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to the HOA Act, and be payable in such manner and at such times as determined by the Association. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to certain Reserves for repair and replacement of improvements on Common Areas not being collected. Once reserves are established as provided in this subsection and the HOA Act, the reserve accounts must be funded or maintained through the collection of Assessments or have their funding waived in the manner provided by the HOA Act. The Declarant reserves the right, but shall not be obligated, to establish voluntary funding accounts for deferred or periodic maintenance, repair or replacement of improvements on the Common Areas and capital improvements. Notwithstanding anything contained herein to the contrary, neither Reserves (if established) nor voluntary funding accounts will be funded by the Declarant for the Lots Declarant

owns so long as Declarant is funding any deficits in Operating Expenses pursuant to this Article VI.

Section 5. Uniform Rate of Assessment. Unless otherwise provided for herein, both Regular Assessments and Special Assessments will be fixed at a uniform rate for all Lots. Regular Assessments may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Regular Assessments shall be calculated based on the total number of Lots planned for the Community by the Declarant until Turnover. After Turnover, Regular Assessments shall be calculated based on the number of Lots subject to the Declaration. Unless otherwise established by the Board, Regular Assessments for all Lots shall be collected in advance on a quarterly basis. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments. Notwithstanding the foregoing, (a) due to the state of completion and level of services provided by the Association to Vacant Lots, each Vacant Lot may not be assessed full Assessments until such Vacant Lot ceases to be a Vacant Lot and (b) Lots owned by the Declarant shall be exempt from payment of Assessments during any period of time that Declarant is funding deficits in Operating Expenses in accordance with Section 15 of this Article VI.

Section 6. Special Assessments. In addition to the Regular Assessments authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, to cover deficits in the collection of Regular Assessments to cover Operating Expenses of the Association or as otherwise authorized by the HOA Act; provided, that, prior to Turnover, any such Special Assessments proposed to be levied by the Board shall first be approved by a majority of the voting interest of Class A Members at a meeting duly called for this purpose at which a quorum was attained, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The Special Assessment shall be allocated equally to all Lots, including Vacant Lots. Lots owned by the Declarant shall be exempt from payment of Special Assessments during any period of time that Declarant is funding deficits in Operating Expenses in accordance with Section 15 of this Article VI.

Section 7. Quorum for Any Action Authorized Under Section 6. At each meeting called for the purpose of Class A Members voting to approve any Special Assessment proposed by the Board as provided in Section 6 above, the presence at the meeting of Class A Members, in person or by proxy, entitled to cast thirty percent (30%) of all the votes of Class A Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, one additional meeting may be called, subject to the notice requirements set forth in Section 6 above and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. For purposes of clarity, the quorum requirements provided in this Section 7 do not reduce the voting threshold requirements to pass a Special Assessment as set forth in Section 6 above.

Section 8. Individual Assessment Against a Particular Owner of Lot: Use Fees. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon in accordance with the terms and conditions of the Governing Documents and any promulgated Rules in a manner satisfactory to the Board of Directors to a minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant or Builder (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance performed by the Association on behalf of the Owner may be assessed against the Owner's Lot as an Individual Assessment; and said Individual Assessment shall be enforced in the same manner as other Assessments. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to real or personal property owned or to be maintained by the Association, including without limitation the Common Area and any structure or other improvements thereon, common facilities, landscaping, irrigation, walk ways or sidewalks, easement areas or improvements maintained by the Association, including the Surface Water Management System, such Owner shall be responsible for the cost of any repairs and replacements required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment. Any specific fees, dues, or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use (the "Use Fees").

Section 9. Date of Commencement of Regular Assessments: Due Dates. The Regular Assessments provided for herein shall commence as to each Lot upon the conveyance of the Lot by the Declarant to a Builder or to a Class A Member other than a Builder; provided, however, Vacant Lots conveyed by the Declarant may be assessed at a reduced rate to account for services which are not yet provided to the Vacant Lot. For purposes of Assessments, each Vacant Lot shall cease to be a Vacant Lot upon the earliest of the following events to occur: (a) a Certificate of Occupancy being issued for a Home constructed on the applicable Lot; or (b) the occupancy of a Home constructed on the applicable Lot. The Regular Assessment due and payable for each Lot once it ceases to be a Vacant Lot shall be adjusted according to the number of months remaining in the calendar year in which the full Regular Assessment becomes due. The first Regular Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of each Regular Assessment fiscal year. Written notice of the Regular Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors, in accordance with the HOA Act, may institute late payment fees for any delinquent payment of the Regular Assessment. The Association shall upon demand at any time, and in accordance with the HOA Act, furnish an estoppel certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Fees in accordance with the HOA Act may be charged by the Board of Directors or its agent for the issuance of these certificates.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board of Directors) after the due

date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors may at its discretion accelerate the Assessments then due from a delinquent Owner for the remainder of the fiscal year, but not for a period in excess of twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of its Lot. All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a tenant and the Owner is delinquent in the payment of Assessments, the Association may demand from the tenant payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the tenant provides the Association with written evidence of making prepaid rent payments, the tenant shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 11. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; and (c) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida; however, no land or improvements devoted to use as a dwelling shall be exempt from said Assessments. In addition, Lots owned by the Declarant may be exempt from payment of Assessments during any period of time that Declarant is funding deficits in Operating Expenses in accordance with Section 15 of this Article VI.

Section 13. Declarant Subsidies. During the period of time that Declarant is offering Homes for sale in Luxe 202 and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts

determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association. Declarant's rights under this Section 13 do not constitute a guarantee of Assessments or Operating Expenses under and as described in Section 720.308(2) of the HOA Act.

Section 14. Declarant's Right to Loan or Advance Funds. Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, or make excess contributions over the totality of the deficit funding period, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. Notwithstanding anything to the contrary contained in this Section 14, if Declarant loans or advances funds to the Association other than as a voluntary subsidy per Section 13 above, then any such sums shall be repaid to Declarant prior to Turnover.

Section 15. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is in control of the Association, the Declarant shall not be liable for Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in Operating Expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Section 720.308(1)(b) of the HOA Act. For the purposes hereof, a deficit shall be computed by subtraction from said Operating Expenses (exclusive of the items described in the foregoing sentence) all Assessments, income, Working Fund Contributions (as defined below) and any other contributions and other sums and income received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations under this Declaration to fund a deficit in the Operating Expenses, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to Members, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, or make excess contributions over the totality of the deficit funding period, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), OF THE HOA ACT. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6) OF THE HOA ACT, AS MAY BE

AMENDED FROM TIME TO TIME, ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

ARTICLE VII

WORKING FUND CONTRIBUTION

Section 1. Working Fund Contribution on Sale by Declarant. At the time of a conveyance of a Lot by the Declarant to a third-party purchaser other than the Declarant, such third-party purchaser shall pay to the Association the amount of \$250.00 as a contribution to working capital. These monies (hereinafter called the "Working Fund Contribution") shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary Association income, may be used for Operating Expenses, and need not be separated from or held or applied differently than Assessments. No refund of a Working Fund Contribution will be made on re-sale. Notwithstanding the foregoing, the Declarant may elect, in its sole discretion, to waive the Working Fund Contribution on the initial sale of a Lot. The funds derived from all such contributions are income to the Association and shall be used by the Board of Directors exclusively for purposes which provide a direct benefit to the Community, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

Section 2. Working Fund Contribution on Sale by Owner Other Than Declarant. At the time of a resale of a Lot pursuant to a sale by an Owner other than the Declarant, the purchaser of the Lot shall pay to the Association the amount of \$250.00 as a Working Fund Contribution or such other amount established by the Board of Directors from time to time. These monies shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary Association income, may be used for Operating Expenses, and need not be separated from or held or applied differently than Assessments. No refund of a Working Fund Contribution will be made on re-sale. The funds derived from all such contributions are income to the Association and shall be used by the Board of Directors exclusively for purposes which provide a direct benefit to the Community, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no exterior improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors and must comply with the Community Standards; provided, review and approval of central air

conditioning, refrigeration, heating, or ventilating systems (HVAC) not visible from the front of Lot, an adjacent Lot, or adjacent Common Area shall not be required. Notwithstanding any other provision in this Declaration, for so long as Declarant has the authority to appoint the entire Board of Directors, Declarant shall have the option to appoint a Board member or other individual (the "**Declarant ARC Appointee**") to receive, review and approve or disapprove applications for construction, alterations or additions contemplated by this Article VIII, in lieu of the Board or a committee acting in that capacity. Any reference in this Article VIII, Section 1 (only) to "Board" or "Board of Directors" shall instead mean the Declarant ARC Appointee where such appointment has been made. The Board of Directors may deny proposals or plans and specifications submitted for its approval by providing an Owner written notice of such denial if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will not be in harmony with surrounding structures or is otherwise not desirable in compliance with the Community Standards. Such notice of denial shall include reference to the specific rule or covenant of the Association the improvement does not conform to and/or the specific aspect or part of the improvement does not conform to the rule or covenant. The Board of Directors 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. The Board of Directors may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. The Board of Directors may establish a requirement that a sum of money in an amount to be determined by the Board be deposited in escrow with the Association as a security deposit for the purpose of defraying (a) the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of contractors, vendors or other invitees of Owners in connection with any work performed (as determined in the sole discretion of the Association), or (b) the cost of remediation undertaken by the Board (if any, in the Board's sole discretion) in accordance with Article VIII, Section 4(c) hereof. Such requirement, if adopted, shall provide for application of the deposit for the costs of damage or remediation required, or alternatively, for a return of the deposit upon completion and inspection of the work in the absence of damage to the Property within thirty (30) days of the Owner providing its notice of completion to the Association. Any security deposits shall be maintained separately and not commingled with any other Association funds and, upon the completion of the Owner's work, the Owner may request an accounting from the Association for such funds within seven (7) days of receipt of such request from the Owner. Until receipt by the Board of Directors of all required plans and specifications, the Board of Directors may postpone review of any plans submitted for approval. The Board of Directors shall have forty-five (45) days after delivery of the last of all requested required materials to approve or reject any such plans. If an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with County ordinances and the obtaining of applicable governmental approvals, if any, which shall be the sole responsibility of the Owner in addition to the Board approval.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors, or Declarant ARC Appointee, as applicable, of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or Declarant ARC Appointee, 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 whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors. No member of the Board of Directors, Declarant or Declarant ARC Appointee shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors, the Association, Declarant and Declarant ARC Appointee harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the indemnified persons, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval (the "**Applicant**") shall give written notice of completion to the Board of Directors.

(b) Within thirty (30) days thereafter, the Board of Directors or Declarant ARC Appointee, as applicable (or a duly authorized representative) may inspect such completed work. If the Board of Directors or Declarant ARC Appointee, as applicable, finds that such work was not in substantial with the approved plans and Community Standards, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the notification of non-compliance. If Applicant does not timely comply, the Board of Directors, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, and such shall be charged and collected as an Individual Assessment.

(d) Unless access for inspection is denied or prevented, if for any reason the Board of Directors, or Declarant ARC Appointee, as applicable, fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans. Notwithstanding anything contained herein to the contrary, each Owner is solely

responsible for ensuring all improvements comply with the Community Standards, absent written approval of a variance granted by the Board of Directors.

Section 5. Variances. The Board of Directors, or Declarant ARC Appointee, as applicable, may authorize variances from compliance with any of the architectural provisions of this Declaration or the Community Standards when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Following Turnover, approval for any such variance must be evidenced in writing by at least two (2) authorized Directors. If a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Community Standards shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Community Standards for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Review Committee. Following Turnover, the Board of Directors may, but is not obligated to, assign all of its responsibilities under Article VIII herein, except the granting of variances under Section 5 above, to an Architectural Review Committee to be appointed by the Board of Directors (the "ARC"); which committee members must be Members of the Association. Notwithstanding the foregoing, the Board may, but is not obligated to, appoint one Florida licensed architect to the ARC, who is not required to be a Member of the Association.

Section 7. Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be promulgated by the Declarant, the Board or the ARC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the improvements approved by the Board or ARC and previously constructed. Until Turnover, the Declarant shall have the right to unilaterally adopt and amend the Community Standards, and until the expiration of the Development Period, the Declarant shall have the right to approve any modifications to the Community Standards, which approval, may be granted or denied in Declarant's sole discretion.

Section 8. Exemption. Notwithstanding anything to the contrary, any improvements of any nature made or to be made by the Declarant, any Builder or their contractors, agents and assigns, including, without limitation, improvements made or to be made to the Common Areas or any Lot or Home, shall not be subject to the review and approval by the Board, the ARC or the Association. The Declarant may non-exclusively assign an exemption any other third party, in Declarant's sole discretion. Any such assignment shall not modify or diminish the Declarant's exemption hereunder. Notwithstanding anything to contrary, prior to the Turnover, the Declarant, itself or through a Declarant ARC Appointee, shall have the right to approve any proposals or plans and specifications or drawings for any work done or proposed, in lieu of the Association. The Declarant's review and approval of plans shall be deemed approval of the Board, the Declarant ARC Appointee, the ARC and the Association, and such approval may not be revoked or modified,

and any modifications of such approved plans shall only require approval of the Declarant. All improvements of any nature made by a Builder or any other Owner must comply with the Community Standards, if adopted.

ARTICLE IX

USE RESTRICTIONS

The following Use Restrictions shall apply to all Lots within the Community, except for any Lots owned by the Declarant or Builders. Except as otherwise provided herein, each Owner must comply with the following:

Section 1. Residential Purposes. No Lot shall be used for any purpose other than for residential purposes. The occupancy of each Home shall be limited to the maximum number of persons allowable in accordance with federal regulations and local ordinances based on the size and configuration of the Home. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home, related appurtenances, and other structures originally constructed by the Declarant or a Builder or in accordance with ARC approval and in accordance with the Community Standards. No material alteration, addition, or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first obtained from the ARC.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be placed or used on any Lot without the approval of the Board or the ARC, as applicable. No such structures shall at any time be used as a residence or appurtenance to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or a Builder.

Section 3. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, as determined by the Board in its sole discretion. Such activity shall specifically include, but not be limited to, the use or discharge of firecrackers or fireworks not specifically permitted by applicable local, state or federal law. This Section shall not apply to sales, marketing, construction and development activities by Declarant or Builders.

Section 4. Pets. No animals of any kind, including but not limited to livestock, swine, poultry, reptiles or insects (including bees) shall be kept, maintained, or bred in any Home or elsewhere within the Property. No domestic pets shall be kept, maintained or bred in any Home except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of three (3) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors or under applicable codes, ordinances, or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or three (3) domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. In no event may more than three (3) total pets be permitted to be kept in a Home. Notwithstanding the

foregoing, subject to applicable City or County Ordinance, the Board of Directors shall specifically have the power, in their sole discretion, to either permit additional domestic dogs or cats to be kept as pets by an Owner if, in the determination of such Board of Directors, the pets shall not cause or be deemed to constitute a nuisance to any other Owner. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or street abutting or visible from the Property. Animals belonging to Owners, tenants, guests or invitees of any Owner or Tenant, when outside the Home in the Community must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. Outdoor kennels, cages and dog runs are not permitted on any Lot. The Association shall have the right to promulgate Rules relating to animals and the right to restrict or require removal any such animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all pet owners shall be required to maintain at all times (a) adequate homeowners' or renters' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot, which insurance shall name the Association as an additional insured to the extent such endorsement is available and (b) current vaccinations as required by applicable state and local law and records relating to such vaccinations for any pet(s) owned and kept on the Lot. Evidence of such insurance coverage and vaccinations shall be provided by the Owner or renter to the Association upon request; provided, however, the Association shall not be responsible or liable for any Owners failure to comply with the foregoing. If such evidence is not provided as required herein, the Board shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage or vaccination, as the case may be, is obtained. Notwithstanding anything to the contrary herein, all restrictions contained in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

Section 5. Signs. During the Development Period, Owners other than the Declarant and Builders shall not display any signs on a Lot unless such sign is specifically protected under the HOA Act. Thereafter, no sign of any kind shall be displayed to the public view on any Lot, excepting Lots owned by Declarant or a designated Builder, other than one sign not larger than eighteen inches (18") X twenty-four inches (24") and placed in one ground floor window or one second story window and limited to content advertising the property for sale or for rent and one sign of reasonable size provided by a provider of security services within ten feet (10') of any entrance to a Home that does not exceed six inches (6") by six inches (6") in size. The Declarant and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its Contractors, agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Community such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, and sale of any of the Lots and Homes. The prohibitions and restrictions on signs and flags displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

Section 6. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed

to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers, and shall be kept within an enclosed garage or side yard provided the containers are shielded with landscaping, fencing, wall or other approved method as defined by the ARC until the evening before or the morning of curbside garbage pick-up, and such garbage containers must be picked up and stored in the garage no later than 8:00 p.m. on the day of such curbside garbage pick-up. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code. This Section shall not apply to normal construction debris on the Property during the course of development of the Community by the Declarant or the construction of a Home or improvements on other portions of the Property (as approved by Declarant) by a Builder.

Section 7. Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes, as may be amended from time to time, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the Board or the ARC and in accordance with the Community Standards. Owners hereby acknowledge and agree that, notwithstanding the right to install any of the foregoing energy devices, installation of the same may void builder and/or manufacturer warranties and Owners shall be solely responsible for any and all liability and risk association with the same.

Section 8. Personal Property; Patio and Lawn Furniture. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of the Community, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible from any street adjacent to the Lot or any other property, without the prior written approval of the ARC or the Board, as applicable. The Board, ARC Appointee or the ARC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the Board, ARC Appointee or the ARC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the Board, ARC Appointee or the ARC in accordance with the foregoing, all other outdoor furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. No furniture may be stored on the lawn of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable

furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither the Association nor the Declarant shall have any responsibility of any nature relating to any unoccupied Home.

Section 9. Vehicles and Parking.

(a) Parking in the Community is available upon designated driveways and garages or any other paved or concrete surfaces designated by the Declarant or the Association for parking. Parking may also be available along the public right of way. No vehicles of any nature shall be parked on any portion of a Lot or other portion of the Community, except on a designated surface parking area thereof. Vehicles shall not be parked on the paved or concrete surfaces comprising the Common Areas, except on the side of the street adjacent to the Home, provided the same is permitted by applicable City or County Code. To the extent the Community has any guest parking (if applicable), Owners and any other occupants of a Home may utilize such guest parking spaces. An Owner may park its personal vehicle and/or work vehicle (provided such work vehicle is not a commercial motor vehicle as defined in Section 320.01(25), Florida Statutes (2025)) in the Home's garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made within the Community, unless in the garage of a Home. No vehicles within the Community shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer stored on a Lot shall not be visible from the Lot's frontage or an adjacent Lot or an adjacent Common Area. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Owners or the Association during normal working hours or for work performed for the Declarant, Builders or the Association which are necessary in the development, maintenance or management of the Community. The Board shall have the sole right to interpret the provisions of this Section but must apply its interpretation consistently for all Owners and in accordance with the HOA Act. IN THE EVENT AN OWNER WISHES TO PURCHASE, OR A POTENTIAL PURCHASER OF A HOME OWNS AND INTENDS TO KEEP IN THE COMMUNITY AFTER PURCHASE OF A HOME, A LARGE VEHICLE, THE OWNER OR POTENTIAL PURCHASER IS ADVISED TO CONTACT THE BOARD PRIOR TO THE PURCHASE TO DETERMINE WHETHER THE VEHICLE IS PERMITTED. Automobiles issued by County or other governmental entity (i.e., police cars) shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle within the Community shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), mini motorcycles, go karts, or other motorized vehicles other than golf carts (as approved in accordance with this Declaration), ordinary passenger automobiles or motorized wheelchairs are permitted at any time within the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, this Section shall not apply to any vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their contractors or agents.

(b) Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any

vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing agent the right to enter a Lot and tow vehicles parked in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Lot, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and the Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting. For purposes of this Section, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc.

Section 10. Wells and Septic Tanks. Except for any septic tanks or wells installed by the Declarant, no septic tanks or individual wells will be permitted on any Lot.

Section 11. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors, or Declarant ARC Appointee or ARC, as applicable). No garage may be used for the operation of a business or for any commercial purpose of any kind. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Section 12. Fuel Storage. Subject to the terms and conditions of the HOA Act and applicable Florida law, no fuel storage shall be permitted within the Community, except as may be necessary or reasonably used for barbecues, fireplaces, permanently installed "whole house" generators, or similar devices.

Section 13. Window Covering. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board or the ARC, as applicable. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home and no awnings, canopies or shutters shall be affixed to the exterior of a Home without the approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Board or the ARC, as applicable. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 14. Flags. No flags or banners will be permitted other than Flags permitted by the HOA Act, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Board or the ARC, as applicable, in compliance with the HOA Act. Any flag pole installed in

accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances of the City and/or County, and all setback and location criteria contained in this Declaration and in the Community Standards. The Declarant, Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Community such flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's flags within the Community, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 15. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or Builders, administrative offices of Declarant or Builders, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. No portion of the Common Areas may be used for any commercial or business purpose, including but not limited to fitness training, without the prior written consent of the Board. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall only be permitted if the business is conducted within the Home and shall not disrupt the residential nature of the Community unless the Board of Directors provides otherwise in the Rules. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community without the prior written consent of Association. No day care center, childcare facility, elder care facility, assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by the Board.

Section 16. Pools. No swimming pools, hot tubs, or other similar improvements are permitted on Lots. Any pool or hot tub installed on a Lot are subject to removal at the Owner's expense.

Section 17. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the Board or the ARC as required by this Declaration. Each Owner agrees that the location of such items must first be approved by the Board or the ARC, as applicable, in order to address the safety and welfare of the residents of the Community and in accordance with any applicable federal regulation. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Association and the Board of Directors and shall be governed by the then current rules of the FCC.

Section 18. Fences. No walls or fences shall be erected or installed within a Lot, except walls or fences installed by the Declarant. Subject to ARC approval, fences or walls originally installed by Declarant may be replaced if the same are damaged or destroyed or at the end of their useful life.

Section 19. Screening and Screened Enclosures. All screening and screened enclosures shall have the prior written approval of the Board or the ARC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the Board or the ARC, as applicable.

Section 20. Decks. Except as otherwise installed by the Declarant, all screening and screened enclosures shall have the prior written approval of the ARC and shall be in accordance with the Community Standards. Except as otherwise installed by the Declarant, all enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and shall comply with the Community Standards. Except as otherwise installed by the Declarant, all decks, patios, and lanais shall have the prior written approval of the ARC and shall be in compliance with the Community Standards. In addition, certain decks or decking impacting the SWMS, drainage easement, or other water bodies may also require approval from the WMD and/or other applicable governmental authorities. It shall be the responsibility of the Owner to determine if any approval other than the Board or ARC approval is so required and the Association shall have no liability whatsoever to any Owner for installation of improvements without all necessary consents.

Section 21. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be (i) of a type and style as approved by the Board or the ARC, as applicable, (ii) consistent with adopted specifications, which may be set forth in the Rules, and (iii) in compliance with all applicable building codes. Panel, accordion and roll-up style hurricane shutters may not be left closed or installed during hurricane season (i.e. June 1st through November 30th of each year). Such hurricane shutters may be installed upon forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the ARC may determine otherwise. Approved hurricane shutters that are clear or match the paint color of the Home may be left closed or installed during hurricane season with the prior written approval of the Board or ARC, as applicable. Except as the Board may otherwise decide and as provided herein, shutters may not be closed at any time other than a storm event. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm. Bahama type shutters are not allowed.

Section 22. Intentionally Deleted.

Section 23. Drones and other Unmanned Aerial Systems. Drones and other unmanned aerial systems may only be used within the Community in accordance with applicable federal, state and local laws. Any purported violations of such law(s) should be reported to governmental authorities instead of to the Association.

Section 24. Gardens and Plantings. No Lot may have a plot of ground where herbs, fruits, flowers or vegetables are grown in the front yard of the Lot. A Lot may have one garden

plot in which herbs, fruits, flowers or vegetables may be grown in the rear yard of the Lot, which may not exceed more than 100 square feet in size, provided that the Owner receives the approval of the Board as required by this Section. The Owner shall submit to the Board a plot plan showing the proposed location of the garden and the types of plants proposed to be grown in such garden. Such submission shall be reviewed as if the same were a submission for a new improvement or an alteration to an existing improvement. Any such garden must be screened from view of adjacent Lots and Common Area. The foregoing shall not prohibit the planting of flowers or other decorative plants or trees in the front yard of the Lot, provided that such planting does not result in the front yard of the Lot becoming, in the sole opinion of the Association, overgrown with such plants or trees. The Association shall not be required to maintain any garden or any other plantings on any Lot except as required by this Declaration.

Section 25. Drainage System and Improvements. It is anticipated the Association shall be responsible for operation, repair and maintenance of all drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area, water bodies, slopes, easements, or other improvements (the "**Drainage Improvements**"), which may be located within Common Areas or Lots and such Drainage Improvements are considered part of the SWMS; as well as for the maintenance of adjacent grassy and lawn areas and routine maintenance of any drainage easements located upon the Lots. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern located within the Common Areas or Lots demonstrate a pooling or flooding effect, the Association shall rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be payable by all Owners as an Operating Expense. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements, except as otherwise maintained or repaired by the Association. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to Board or ARC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the cost of removal of the roots which adversely affects the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER OCCURRING AS A RESULT OF A MALFUNCTION OR UNAUTHORIZED MODIFICATION OF A PORTION OF A DRAINAGE SYSTEM ON A LOT OR COMMON AREA.

Section 26. Leases. All leases or any other agreements with tenants for occupancy of a Home shall be in writing and a copy of such lease agreement shall be provided to the Association prior to execution of such lease. In the event a Home is leased and copy of the lease not provided to the Association, then the Association, within five (5) days after determination that the Home has been leased without the Association's prior receipt of such lease, may impose a fine of \$100.00 against the Owner, and require that the Owner submit a copy of the lease to the Association in accordance herewith within five (5) days after the Association's request for such lease. No lease shall be for a term of less than six (6) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship; provided, however, that if a tenant defaults under its lease agreement and the Owner terminates such lease

on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new tenant under a new lease agreement (for a term of at least six (6) months), and such new tenancy shall not count as an additional lease for the specified period. The number of occupants must comply with applicable codes regarding the size of the Home. The tenant, as part of the lease, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and all policies adopted by Association. The Owner will be jointly and severally liable with the tenant to the Association for any fine levied for a violation of the Governing Documents sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 Dollars (\$1,000.00) or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Any such deposit shall be maintained by the Association separately from other Association funds. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned or leased by Institutional First Mortgagees who have acquired title to a Home by foreclosure in deed in lieu thereof or the Declarant or its affiliates, or persons/entities Declarant approves, in connection with construction or sale of Homes in the Community.

By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, its tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform its obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law. All sums received from a tenant shall be applied to the delinquent Owner's account according the priority established in the HOA Act until the Owner's account is current.

During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. The Owner shall deliver to the tenant any mailbox key(s), gate access devices, or other items issued to the Owner by the Association. In the event the Owner shall fail to do so, or in the event the tenant loses such a device, the tenant shall purchase a replacement mailbox key, gate access device, or other item from the Association or its designee. The Association shall not be required to replace or repair any mailbox lock for any Owner or tenant. The tenant shall be required to return all mailbox keys, gate access devices and other items issued to the Owner by the Association to the Owner at the end of the lease.

Section 27. Golf Carts. Golf carts, which are motor vehicles designed for recreational purposes and not capable of speeds in excess of 20 miles per hour, if and to the extent permitted by applicable laws may be operated on roads within the Community but are prohibited on the sidewalks and other portions of the Community not otherwise designed for vehicular traffic. Golf

carts shall only be operated in compliance with pertinent provisions of Chapter 316, Florida Statutes, (2025). No person without a valid driver's license shall operate a golf cart in the Community. All occupants of a golf cart must have a designated seat, no person shall ride on the back of the cart or stand on the cart. Golf carts shall only be operated during daylight hours and must be equipped with efficient brakes, steering apparatus, safe tires, rearview mirror, and red reflective warning devices on both the front and rear of the golf cart. All golf cart drivers shall comply with all traffic laws, including stopping at stop signs and using appropriate directional signals and yielding to car traffic. Golf carts may not be stored or parked in any driveway overnight, rather they must be within an enclosed garage or in another location on the Lot which is not visible from the front of the Lot or adjacent Lots or Common Area.

Section 28. Mailboxes. Individual Lots shall not have mailboxes, rather mailboxes shall be grouped together in one or more central mail delivery centers containing multiple individual locked mailboxes for all or a portion of the Homes as required by the local postmaster (the "Mail Kiosks"). The Declarant or Builders may install one or more Mail Kiosks within the Community to be maintained by the Association in accordance with the requirements of the United States Postal Service and any other applicable governmental authority as part of the Common Area. All costs associated with the maintenance, repair and replacement of the Mail Kiosks shall be part of the Operating Expenses, except for the costs of keys or replacement keys or changing locks which shall be borne solely by the individual Owners. To the extent any Mail Kiosks are located on a Lot, the Declarant hereby grants the Association an easement of ingress and egress across such Lot for the purpose of regulating and maintaining such Mail Kiosk and the Declarant hereby grants the Owners an easement for access across such Lot for the purpose of accessing and utilizing such Mail Kiosk.

Section 29. Site Lines. No fence, wall, hedge or shrub planting which obstruct site lines at elevations between 3 feet and 6 feet above any right of way shall be placed or permitted to remain on any corner Lot within the triangular area form by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same site line limitations shall apply on any lot within 10 feet from the intersection of a property line with the edge of a driveway. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree or a rare or unusual species may be permitted to remain in place upon application to and written permission from the Declarant during the Development Period or the Association thereafter and approval by the appropriate city, county or state official or department.

Section 30. Oil and Mining Operations. No oil, drilling, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 31. Social Media. The Association may create an official social media page, forum, or website for the Community. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as

a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for the Community and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for the Community agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful, or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant, or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with the Community, the Declarant, the ARC, or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager (as defined herein) is responsible for monitoring any social media page(s) for the Community. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

Section 32. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Community without prior written consent of the ARC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ARC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

Section 33. Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ARC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ARC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

Section 34. Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the

Association, if any. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout the Community, including without limitation on individual Lots.

Section 35. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt, inhibit, limit or impede the construction, sales, and marketing of Homes in the Community as determined by Declarant in its sole discretion shall not apply to the Declarant or Builders.

ARTICLE X

EASEMENTS

Section 1. Public Services. Easements are reserved over each Lot and the Common Areas for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Utilities. Easements for ingress and egress and for the installation and maintenance of all utilities, lines and equipment, Surface Water Management System, surface water management and drainage facilities, landscaping, fencing, signage, and street lighting are reserved on and over each Lot and the Common Areas in favor of the Association and other entities with maintenance responsibilities related to the same. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time. Except as expressly provided herein and subject to applicable approvals, restrictions, and obligations in this Declaration, no Owner may install any improvements or modify existing improvements within the utility easement(s) granted herein, depicted on any Plat, Title Documents, or other as otherwise provided in any agreements to which the Declarant or Association are a party.

Section 3. Under-Slab Utility Easement. Certain Townhome Lots within the Neighborhood may contain certain underground or under-slab utilities, including, without limitation, electric, water, sewer, cable or other utilities (the "Utilities") that serve the Townhome Lot and adjacent Townhome Lots. An easement (the "Utility Easement") is hereby granted under, through and over the areas of each Townhome Lot upon which Utilities are actually located (the "Utility Easement Area"), as may be required from time to time in order to install, maintain, inspect, alter, repair, replace or remove (collectively, "Maintain") the pipes, wires, ducts, vents, cables, conduits, apparatus and other facilities for such Utilities. The Utility Easement shall be in favor of (i) the other Owners whose Townhome Lots are served by such Utilities (each, a "Benefitted Owner"), (ii) the entities providing such Utilities (each, a "Provider"), the Declarant, Builders, and the Association. The easement rights granted hereunder shall exist so long as the easement does not materially and adversely affect the Owner's use and enjoyment of its Home as a residence. The Owners of the Townhome Lots encumbered by the Utility Easement shall be reimbursed for any material physical damage to its Home or Townhome Lot as a result of use of this easement by the Benefitted Owner(s), the Provider(s), the Declarant, Builders, or the Association. An Owner shall do nothing within or outside its Home or Townhome Lot that interferes with or impairs, or may interfere with or impair, the provision of such Utilities or the use of the Utility Easement for the foregoing purposes. The Benefitted Owner(s), Provider(s), the

Declarant, Builders, the Association, and/or their respective agents shall have a right of access to each Townhome Lot to Maintain the Utilities and to remove any improvements interfering with or impairing such Utilities. Such right of access, except in the event of an emergency, shall only be exercised in a manner which causes the least disturbance to the improvements located upon the Townhome Lot encumbered by the Utility Easement and shall not unreasonably interfere with the Owner's use of the Home as a residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice to the Owner.

Section 4. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant or a Builder on a Lot, encroaches upon any portion of the Common Area or an adjoining Lot, then an easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot for so long as the encroachment shall exist. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant or a Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots or Common Area.

Section 5. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 6. Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, and their designees, the WMD, the County, the municipality in which the Community is located, if any, and/or any governmental agency having jurisdiction over the Community, over, across and upon the Community for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or a Builder, (ii) landscaping of the SWMS, (iii) as required by the County or the Permit, and/or (iv) improvements approved by the Board or the ARC, as applicable. A non-exclusive easement for ingress and egress and access exists over, across and upon the Community for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

Section 7. Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of the Community, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any

obligation of an Owner for which the Association intends to impose an Individual Assessment, in each instance including access to perform the same. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the Association if required to maintain the same.

Section 8. Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), and their nominees, over, upon, across, and under the Property as may be required in connection with the development of the Property, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of the Property, and other lands designated by the Declarant. Without limiting the foregoing, the Declarant specifically reserves for itself and for Builders, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within the Community for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the Association on account of the Declarant's and/or Builders use of the Common Areas. The Declarant and Builders intend to use the Common Areas for sales of Lots and Homes. Further, the Declarant and Builders, if approved by Declarant, may market other residences and commercial properties located outside of the Community from the Declarant's or Builders' respective sales facilities located within the Community. The Declarant and designated Builders have the right to use all portions of the Common Areas free of charge in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. The easements created by this Section, and the rights reserved herein in favor of the Declarant shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration. Notwithstanding any other provision of this Declaration to the contrary, the exercise of such easement rights reserved in favor of Builders pursuant to this Section shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records of the County.

Section 9. Maintenance of Easement Areas. Within any of the easement areas hereby reserved or created, or shown on the Plat of the Community, or within designated Common Areas or other portion of the Property containing any component of the Surface Water Management System, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to modify the Surface Water Management System shall be allowed, and no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except as

otherwise expressly provided herein, and except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company.

Section 10. Right of Entry. The Declarant, the Builders, and the Association are granted a perpetual and irrevocable easement over, under and across all of the Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant, for itself and on behalf of Builders, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for governmental approval. By way of example, and not of limitation, the Declarant or a Builder, as applicable, may construct, maintain, repair, alter, replace and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of the Property if the Declarant or such Builder, as applicable, is required to do so in order to obtain the release of any bond posted with any governmental agency. The Declarant, the Builder, and/or the Association shall give reasonable notice to the Owner prior to entry onto such Owner's Lot and shall enter at a reasonable time of day. Notwithstanding the foregoing, in the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

ARTICLE XI

COVENANTS FOR MAINTENANCE

Section 1. Generally. The responsibility for maintenance of the Property will be allocated between the Association and the Owners and to the City or County to the extent any portion of the Property is dedicated to the public. Except to the extent any responsibilities for Common Areas or improvements therein or thereon are assumed by, dedicated to, or subject to an agreement with any other entity or governmental agency, the Common Areas shall generally be operated, maintained, repaired and replaced by the Association with the expense thereof being an Operating Expense. Each Lot Owner shall be responsible for the maintaining, repairing, replacing, and insuring of the Home and all other improvements situated on its Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows, downspouts and skylights, patio screens, screen enclosures, doors, fixtures or equipment, pavers, paved surface, walkways, sidewalks, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot originally by the Declarant or a Builder or subsequently by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. It will also be the duty of each Owner to maintain in good repair any driveway servicing a single Lot, as well as any walk ways located on or abutting its Lot, and any portion of the right of way from the back of curb to the Lot line adjacent to each Lot. Each Owner shall obtain the written consent of the Association prior to making any modifications to a Home or any improvements on a Lot requiring approval under Article VIII hereof. If any Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration. In addition, in the event an Owner fails to

repair or replace improvements as required herein, the Association has the right, after applicable notice to the Owner of the Owner's failure to perform its obligations hereunder and reasonable time for the Owner to perform the work and charge the responsible Owner or Owners the expense thereof as an Individual Assessment.

Section 2. Maintenance by the Association.

(a) Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

(b) Landscape Maintenance. The Association shall be responsible for maintaining the landscaped areas within each Lot and the right-of-way located adjacent to such Lot in accordance with the following terms:

(1) General. The Association shall be responsible for maintaining the landscaped areas within each Lot and the right-of-way adjacent to each Lot, only to the extent provided in this Section. The Association's landscape maintenance responsibilities include trimming, mowing, edging, mulching (at the Board's discretion but at least annually), and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, in the event any landscaping, including, without limitation, grass, shrubs, or trees, become dead or badly damaged, the Association shall have no responsibility for the replanting and/or replacement of such landscaping. Further, the Association's maintenance of grass, irrigation facilities, and landscaped areas within the Lots shall not imply any warranty of said grass, irrigation facilities, and landscaped areas. The Owner of each Lot shall be responsible for any such replanting and/or replacement of landscaped areas in the event such landscaping becomes dead or badly damaged. In the event landscaped areas are not replanted and/or replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

(2) Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or damage caused by an Owner and/or their tenant, respective family members, guest or invitees (each, a "Permitted User", and collectively, the "Permitted Users"). The costs associated with any such additional landscape

maintenance shall be assessed against the respective Lot as an Individual Assessment.

(3) Modification of Landscaping. In the event an Owner modifies the landscaping (or allows the modification of such landscaping by such Owner's Permitted Users) as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Regular Assessments. No Owner shall modify the landscaping as initially installed by the Declarant, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ARC. In no event shall any landscaping modified by an Owner impede access or otherwise interfere with the routine landscape maintenance provided by the Association in accordance with this Declaration.

(4) Intentionally Deleted.

(c) Irrigation Facilities. The Association is responsible for irrigation to all landscaped areas on the Common Area and Lots, including repair and replacement of damaged sprinkler heads, piping, or valves that comprise the irrigation system of Lots, except in the case of damage caused by an Owner or its Permitted Users. The cost associated with any such maintenance, repair, and/or replacement of the irrigation facilities shall constitute a part of the Operating Expenses and each Owner of a Lot shall pay an equal share of such costs, except in the case of costs for repair and/or replacement of damage caused by an Owner or its Permitted Users, which costs shall be assessed against the respective Lot as an Individual Assessment. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion, and as may be permitted by WMD or City and County regulations. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

(d) Reclaimed Irrigation Water. Reclaimed irrigation water may be used within the Community, or portions thereof, and the Association shall have the right to enter into a Reclaimed Water Use Agreement with the County or City from time to time to provide reclaimed irrigation water to some or all Lots and/or Common Areas. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facilities but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals. EACH OWNER ACKNOWLEDGES RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES WITHIN THE COMMUNITY. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF

RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT, OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES AND IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

(e) Master Metered Irrigation Water Usage. The costs associated with irrigation water usage for all Lots and Common Areas shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. Owners of Lots will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES FOR ALL LOTS SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

(f) Drainage: Adjoining Areas. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements, and which may be located within Common Areas or Lots only to the extent specifically provided herein or in the Permit. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be Operating Expenses of the Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within a Lot.

(g) Perimeter Walls/Fences. The Declarant has the right, but no obligation, to install perimeter walls or fences within the Community (the "**Perimeter Walls/Fences**"). The Association at all times shall have the exclusive right and obligation to maintain, repair, and replace any Perimeter Walls/Fences within the Community located on Common Areas or portion thereof located on or adjacent to a Lot. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at its discretion and the costs of such maintenance, repairs, or replacement shall be charged to the Owners as part of the Operating Expenses. Failure of the Association to undertake any such maintenance, replacement, or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter.

Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

(h) Right-of-Way. Subject to the maintenance obligations of Owners set forth in Section 3 below and maintenance obligations of the City and/or County, the Association shall be responsible for the costs, charges, and expenses incurred in connection with maintenance of (i) any landscaping, community sidewalk, trees, or irrigation facilities located in the right-of-way adjacent to any Common Areas, and (ii) the landscaping, trees, and irrigation facilities located in any right-of-way adjacent to any Lots in accordance with subsection (b) and (c) above; however, the Association shall not be responsible for the replacement of any such trees or landscaping. Notwithstanding anything contained in this Section to the contrary, each record title owner of a Lot shall be responsible for the maintenance, repair, pressure/soft washing, and replacement of any paved and/or concrete surface located within the right-of-way adjacent to their Lot. Each Owner agrees to reimburse the Association for any expense incurred in repairing any damage to trees, sidewalks, landscaping, or other improvements caused by such Owner or its Permitted Users. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of such Owner or its Permitted Users shall subject the Owner to an Individual Assessment for such costs.

(i) Paved or Concrete Surfaces. The Association shall be responsible for maintenance and repair, including pressure washing/soft washing, of the community sidewalks and other paved surfaces comprising part of the Common Areas, if any, within the Community, which are not maintained by the City or County. The Association shall perform any such maintenance and pressure washing/soft washing of the sidewalks and other paved surfaces within the Common Areas, at the Board's discretion and the costs of any such maintenance shall be part of the Operating Expenses, and each Owner of a Home shall pay an equal share of such costs. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance, repair, and replacement of the paved and concrete surfaces located within their respective Lot, including, without limitation, any pavers installed thereon, sidewalks, walkways, driveways, patios or other similar surfaces.

(j) Retaining Walls. The Declarant may construct retaining walls within the Community, which retaining walls shall include, but may not be limited to, the wall, stem, base slab, tie backs, dead man anchors, counterforts and any other associated supporting structures for such retaining walls (the "**Retaining Walls**"). Retaining Walls constructed by the Declarant and located within the Community shall be maintained, repaired and replaced by the Association and the costs thereof shall be Operating Expenses of the Association. Failure of the Association to undertake any maintenance, repair, or replacement of the Retaining Walls shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.

(k) Home Maintenance. The Association shall be responsible for the following, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

(1) Painting. The Association shall paint all exterior painted portions of Homes, including any exterior doors, shutters, and fascia, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such exterior painting made in accordance with this Section shall constitute a part of the Operating Expenses; provided, however, Reserves for repainting the exterior portions of Homes may be created if and to the extent adopted in accordance with Article VI, Section 4 below. The Association shall have no responsibility to repair damage to paint caused by the negligence or willful acts of an Owner or its Permitted Users. In the event any exterior painting on a Home is damaged by an Owner or its Permitted Users, then the Owner shall be responsible for the repair of such painting at the Owner's sole cost and expense, and the Association may, but shall not be obligated to, repair such painting and the costs and expenses of such repairs shall be assessed against the respective Lot as an Individual Assessment. Each Owner grants the Association an easement over its Lot, as applicable, for the purpose of complying with the requirements of this Section.

In the event that (i) an Owner desires to paint its Home in addition to, or at intervals more frequently than, the Association's painting of such Home as provided herein, (ii) an Owner is responsible for painting an exterior portion of its Home due to damage to paint caused by the negligence or willful acts of an Owner or such Owner's Permitted Users, or (iii) an Owner is responsible for painting an exterior portion of its Home to repair damage as required by Section (a) above, then any such proposed painting by the Owner shall be subject to ARC approval. If the proposed painting by an Owner is approved by the ARC, the ARC shall have the right to impose such conditions on such Owner as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

(i) all work and materials shall be at the Owner's sole cost and expense;

(ii) all color selections shall be approved by the ARC and must be the same or substantially similar to the other Homes attached to the Home;

(iii) the painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.); and

(iv) if the Association thereafter paints the Home and the other Homes attached to the Home in accordance with this Section, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Operating Expenses and each Owner shall pay an equal share of such costs.

(2) Roofs and Gutters. The Association shall repair and replace roofs of Homes, including shingles, roof decking, soffit and fascia, only when such repairs and replacement are applicable to the entire roof consisting of all roofs of all attached dwellings for a particular townhome building; provided, however, in no

event shall the Association have any obligation to repair or replace roof trusses or other structural components of the roof. Any maintenance, repair and/or replacement of the shingles, roof decking, soffit or fascia that apply to an individual Lot and/or Lots, but do not apply to the entire roof consisting of all roofs of all attached dwellings for a particular townhome building, shall be the responsibility of the respective Lot Owner(s). The Association shall conduct routine maintenance of roof gutters (if any) of Homes, including clearing, repairing, and ensuring the proper functioning of such gutters. The cost associated with any such roof or gutter maintenance, repair, and/or replacement by the Association shall be part of the Operating Expenses, and each Owner shall pay an equal share of such costs; provided, however, Reserves for roof replacement and/or repair may be created if and to the extent adopted in accordance with Article VI, Section 4.

(3) Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Homes. The cost associated with any such programs shall be deemed part of the Operating Expenses and each Owner shall pay an equal share of such costs.

(4) Pressure Washing/Soft Washing. The Association may, in its sole discretion, pressure wash/soft wash the roofs and the exterior portions of Homes, including any exterior doors, shutters, and fascia. The Association shall have no responsibility to pressure wash/soft wash any paved or concrete surfaces within any Lot. The cost associated with exterior pressure washing/soft washing made in accordance with this Section shall constitute a part of the Operating Expenses, and each Owner shall pay an equal share of such costs.

(5) Carve Out for Insurance Coverage. Notwithstanding anything to the contrary herein, to the extent insurance coverage is required by Section 3(l) of this Declaration covers repairs or replacements otherwise performed by the Association under this Section, or would have covered such repairs or replacements if the Owner had procured such coverage, then such repairs or replacements shall be governed by Section 3(l) and Section 4 hereof, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

(l) Negligent or Willful Acts. The expense of any maintenance, repair or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner or its tenants, family members, guests, invitees, or other persons utilizing any portion of the Community through or under an Owner, shall be borne solely by such Owner of the Lot, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense if such expense is paid or incurred by the Association. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Lessees, guests, or invitees.

(m) Right of Entry. The Declarant and the Association are granted a perpetual and irrevocable easement over, under and across all of the Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant, may construct, maintain, repair, after, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of the Community if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

(n) Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), by amendment to this Declaration or any document of record, maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of the Community. Such areas may abut, or be proximate to the Community and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

(o) Additional Obligations of Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure and/or repair certain improvements within the Community, as set forth in recorded document encumbering the land or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "**Agreements**"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that the Community, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements, to modify any agreement affecting the Community or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

Section 3. Maintenance of Homes and Lots by Owners. Except as otherwise expressly provided in Section 2 above, in a Supplemental Declaration, or amendment to this Declaration, all

Lots and Homes, including, without limitation, all driveways, walkways, and any personal property, electric, water, waste water, fire sprinklers and related facilities and equipment, all structural components comprising the Lot or Home, and improvements not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat, and attractive condition consistent with the general appearance of the Community the record title owner of the applicable Lot. Without limitation of the foregoing, each record title owner of a Lot is specifically responsible for maintaining all paved surfaces within any portion of a Lot and the right-of-way located immediately adjacent to such Lot. No tree installed by the Declarant on any Lot shall be removed or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing the Community. In the event any such tree located on an Owner's Lot dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ARC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 3, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

(a) Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event the record title owner of a Lot does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying record title owner as an Individual Assessment and/or levy fines in accordance with terms and conditions of this Declaration. The Association shall have the right to enforce this Section by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

(b) Modification of Landscaped Areas. Without the prior written consent of the ARC, no sod, topsoil, tree, shrubbery, or other landscaping shall be removed from the Community and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ARC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association, for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. Further, no landscape lighting shall be installed by an Owner without the prior written approval of the ARC.

(c) Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or remain on any Lot. Owner shall be responsible for weeding and removal on the Lot as necessary to comply with the foregoing.

(d) Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of its Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating or fiber cement siding/cement lap siding (stucco or cementitious coating or fiber cement siding/cement lap siding is referred to herein as the "Exterior Finish"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the Exterior Finish. This is normal behavior and considered a routine maintenance item for the Owner of the Home. Each Owner is responsible for inspecting the Exterior Finish of the exterior walls for cracking and to engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the record title owner of the Home is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section, and they should be completed in a timely fashion to prevent any damage to the Home.

(e) Paved and Concrete Surfaces. Each Owner shall be responsible to timely maintain, including pressure washing/soft washing, repair, and/or replace the driveways, walkways, sidewalks, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot or located within any right-of-way adjacent to such Owner's Lot. In the event the City, County, or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot or the adjacent right-of-way for the installation, repair, replacement, or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense, if such expenses are not paid for by the City or County, as applicable. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

(f) Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure its Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant, Builders, and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR

FUNGI AND TO HAVE RELEASED THE DECLARANT, THE BUILDERS AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

(g) Water Mains, Utilities and Improvements within Lots. In the event the County, City, or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot, or the right-of-way immediately adjacent to such Lot, in connection with the County's or any municipality's operation, maintenance or repair of any water line, sanitary sewer line or other utility facilities, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located (or the Owner of the Lot immediately adjacent to the right-of-way upon which such damaged driveway, landscaping, or other improvements are located) shall be responsible to replace or repair such driveway, landscaping or other improvement (if such driveway, landscaping or other improvements is not repaired by the County or any municipality at such Owner's expense (if such expenses are not paid for by the County or any municipality). In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

(h) Lot Walls/Fences. Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

(1) Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing their Lot. Except as provided in this Section, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

(2) Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner or its Permitted Users (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss, or liabilities. Notwithstanding anything to the contrary in this Section, the Declarant and the Association have the right to enforce the provisions of this Section; however, neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

(i) No Owner shall allow sprinklers to spray or other water sources to deliver water within one foot (1') of any Lot Wall/Fence, excluding rainfall that falls directly on such area (i.e., an Owner shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Lot Wall/Fence);

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

(iii) No Owner shall allow attachment of anything, including, but not limited to, any climbing plant or vine, to any Lot Wall/Fence; and

(iv) No Owner shall allow water to be provided by hose, hand delivery, or otherwise to any plant located within five feet (5') of any Lot Wall/Fence; provided, however, Owners are permitted to allow water delivery to any plant located within one foot (1') of any Lot Wall/Fence if the method of such delivery is either by drip line or by spray facing in a direction away from the Lot Wall/Fence.

(3) Other Damage. If a Lot Wall/Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners or its Permitted Users (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Lot Wall/Fence to its prior condition, equally sharing the expense; provided, however, that if a Lot Wall/Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot or its Permitted Users) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Lot Wall/Fence and shall immediately repair the Lot Wall/Fence to its prior condition.

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

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

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

(7) Right of the Association. Each Owner hereby grants the Association an easement of ingress and egress across their Lot to all Lot Wall/Fence areas for the purpose of ensuring compliance with the requirements of this provision. In the event an Owner does not

comply with this Section, the Association may, but shall not be required to, perform the necessary maintenance, repair, and/or replacement and charge the costs thereof to the non-complying Owner(s) as an Individual Assessment.

(i) Party Walls.

(1) General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within the Neighborhood that are built as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

(2) Painting of Party Walls. Each Owner shall be responsible for painting the portion of any Party Wall that faces its Home.

(3) Sharing of Repair, Replacement and Maintenance for Party Walls.

(i) Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such applicable improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(ii) Failure to Contribute. In the event that an Owner shall fail or refuse to pay its pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through its own fault or the failure of its insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall, and suit thereon shall be commenced one (1) year from date such lien is filed.

(iii) Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

(iv) Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by its negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(4) Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to its Lot as a result of such exercise by the Owner(s) making use of such easement(s). The Association shall be responsible for the following, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

(j) Pressure Washing/Soft Washing. Subject to the Association's discretion to pressure wash the roofs and the exterior portions of Homes pursuant to Section 2(k)(4) above, each Owner shall be responsible, at their sole cost and expense, for pressure washing/soft washing the driveways, sidewalks, walkways, roofs, and the exterior portions of such Owner's Home, including any exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than thirty (30) days after notice by the Board or the ARC to the Owner of the applicable Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

(k) Roofs and Roof Maintenance.

(1) Roof Maintenance by Owners. Except as provided in Section 2(k)(2) above with respect to nonstructural repair and replacement of roofs on Lots by the Association, each Owner shall routinely maintain and repair the roof of its Home in a safe, neat, and appropriate manner, including roof trusses or other structural components of the roof. For purposes of uniformity, Owners of Homes located on Lots sharing an attached roof, consisting of all roofs of all attached Homes for a particular building, are encouraged to repair the roofs of all such attached Homes for such building concurrently, and the Board or the ARC shall have the right to require such shared roofs be repaired within forty-five (45) days after notice by the Board or the ARC to the Owners of applicable Homes. Neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with shared roofs, including any repair thereof. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

(2) Shared Roof Restrictions and Owner Obligations. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all shared

roofs on Homes. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any roof shared between Homes, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection for such shared roof. Subject to applicable building codes, the Owner of a Home sharing a roof with an adjoining Home shall not make any alterations, additions, or structural changes in the shared roof without the joint agreement of all of the Owners sharing the roof and the written consent of the Board. Each Owner sharing a roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the roof. Except as expressly set forth in Section 2(k)(2) and 3(k)(1) above, each Owner shall be responsible for the maintenance, repair, and replacement of the roof of such Owner's Home. To the extent any structural portion of a roof shared by multiple Lots needs to be maintained, repaired, or replaced by the record title owners of such Lot, the cost of such maintenance, repair, and/or replacement shall be shared equally by the record title owners of the Homes sharing such improvements without prejudice, subject, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In the event an Owner shall fail or refuse to pay its pro rata share of costs of repair, maintenance, or replacement of a shared roof (whether or not through its own fault or the failure of its insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the shared roof, and suit thereon shall be commenced one (1) year from the date such lien is filed.

(l) Fire Protection. It is anticipated that the original construction of each Home shall include a fire sprinkler system within and servicing each individual Home. Each Owner of a Lots shall be solely responsible for all on-going maintenance, monitoring, repair, and replacement of the fire sprinkler system installed in the Home. Each Owner acknowledges that the fire sprinkler system includes a lock out chain on the water valve, which must remain open at all times for proper operation of the fire sprinkler system. THE ASSOCIATION, BUILDERS, AND THE DECLARANT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE PRESENCE, ABSENCE, OPERATION, MAINTENANCE, OR ANY FAILURE OF THE FIRE SPRINKLER SYSTEM OR ANY OTHER FIRE CONTROL MEASURES IN THE COMMUNITY. EACH AND EVERY OWNER AND THE OCCUPANTS OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, BUILDERS, AND THE DECLARANT, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF THE SAFETY OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION, BUILDERS, AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES IN CONNECTION WITH THE INSTALLATION, OPERATION, OR FAILURE OF ANY FIRE SPRINKLER SYSTEM OR OTHER FIRE CONTROL MEASURES.

(m) Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the replacement value. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to

re-sod and landscape land comprising the Lot. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on the anniversary date thereof, if requested by the Association; provided, the Association shall not otherwise be required to take any investigative actions to confirm compliance with this Section. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home.

(n) Rights of Association to Undertake Maintenance. Notwithstanding the foregoing obligations of Owners, the Association may, in its sole discretion, elect to assume any obligation for Home maintenance responsibilities delegated to each Owner in this Section 3 by a majority vote of the Board at a duly noticed meeting of the Board. In the event the Association elects to assume any one or more of the obligations of the Owners in this Section 3 with respect to all of the Lots, the cost of such maintenance obligations (if undertaken by the Association in the Association sole discretion) shall be an Operating Expense to the extent all Lots are provided with the services assumed by the Association. The Association reserves the right to elect to assume such responsibilities by an action of the Board and thereafter notify each impacted Owner in writing and the Association reserves the right to shift such responsibilities back to the Owner, as provided for above, at any time thereafter by notifying the impact Owners in writing.

Section 4. Requirement to Reconstruct or Demolish. In the event that any Home on a Lot is destroyed by fire or other casualty, the Owner of such Lot shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home (the "**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the Board or the ARC, as applicable (the "**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed, all debris must be removed from the Lot, and the entire Lot must be sodded within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date from the date such Required Demolition is completed, or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. In no event shall the obligation for assessments be suspended

whether the Home is demolished and made vacant, nor during any rebuilding process. As to reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the Board or the ARC, as applicable. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on its Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of the Community. If an Owner of a Lot refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home sufficient for necessary repair or reconstruction work. Moreover, the Association, its directors and officers, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

ARTICLE XII

COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of the holders of record of Institutional First Mortgages on Lots within the Property: amendments to the Declaration or Governing Documents that adversely affect the priority of the Institutional First Mortgage on any Lot; amendments to the Declaration that affect an Institutional Mortgagee's right to foreclose on the Institutional First Mortgage; or the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee under this Declaration or applicable law. Any Institutional First Mortgagee who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Institutional First Mortgagee does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Institutional First Mortgagee by certified or registered mail, return receipt requested.

Section 2. An Institutional First Mortgagee holding an Institutional First Mortgage encumbering any Lot in the Property may singularly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Institutional First Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee who obtains title to a Lot pursuant to the remedies provided in said Institutional First Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid Assessments or charges accrued against said Lot prior to the acquisition of title to said Lot by such Institutional First Mortgagee; however, such Institutional First Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the Institutional First Mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and Special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent (1%) of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment or Individual Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner. A failure by the Association to furnish notice to any Institutional First Mortgagee shall not result in liability of the Association because such notice is given as a courtesy to an Institutional First Mortgagee and the furnishing of such notice is not an obligation of the Association to Institutional First Mortgagee.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

ARTICLE XIII

RETENTION/DETENTION AREAS

Section 1. Retention/Detention Areas. THE COMMON AREAS MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE PROPERTY; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE BUILDERS NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE BUILDERS, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, THE BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, THE BUILDERS, AND/OR THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE PROPERTY. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN THE PROPERTY MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGAE BLOOMS.

Section 2. Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards, if any. The Association may establish from time to time standards for the Retention/Detention Area Slopes to be complied with by all Owners who own Lots adjacent to such areas (the "**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the Association an easement of ingress and egress across its Lot to access all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of

this Declaration, each day that an Owner fails to comply with the requirements of this Section or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

ARTICLE XIV

WATER MANAGEMENT SYSTEMS

Section 1. General. It is anticipated the Association shall be responsible for the maintenance of SWMS in the Community. All SWMS within the Community, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. FURTHER NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

(a) Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of the WMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Community wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the WMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by the WMD in the Permit may be conducted without specific written approval from the WMD.

(b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Common Area or any other portion of the Community shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

(d) All SWMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, the Common Area or any other portion of the Community and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost of such alterations, improvements or repairs shall be an Operating Expense of the Association. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION

AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the WMD, the Association, and the Declarant, its successors and assigns.

(f) The WMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

(g) Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of the WMD.

(h) If the Association ceases to exist, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (2025), as may be amended from time to time), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by the WMD prior to such termination, dissolution, or liquidation.

(i) No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Permit and/or Plat or approved plans, unless prior approval is received from the WMD pursuant to environmental resource permitting.

(j) Each Owner within the Community at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with the WMD.

(k) Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to the WMD.

Section 2. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by the WMD. Any proposed amendment that would affect the SWMS must be submitted to the WMD for a determination of whether the amendment necessitates a modification of the Permit.

Section 3. Mitigation Area Monitoring. In the event the Community has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall perform all such wetland mitigation monitoring, if any, in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and

maintenance, to the extent the Association is required to perform such monitoring and maintenance.

Section 4. Conservation Areas. The Property, including Lots and Common Areas, may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland buffers, upland and conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation or preservation easement (the "**Conservation Areas**"). Conservation and preservation easements on the Property may be established or dedicated on the Plat, by a separate instrument and/or this Declaration. The Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, the WMD or any governmental agencies having jurisdiction. Owners of Lots abutting Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Conservation Areas to the WMD, Surface Water Regulation Manager. NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE CONSERVATION AREAS IN THE PROPERTY; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, BUILDERS, OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

Section 5. Use Restrictions for Conservation Areas. The Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and/or the Plat(s) associated with the Property. Activities prohibited within the Conservation Areas include, but are not limited to, the following:

- (a) Construction of any structure or improvement;
- (b) Filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development;
- (c) Any activity which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;
- (d) Discharging or placing within any Conservation Area organic or inorganic matter or deleterious substances or chemical compounds;

(e) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

(g) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

(h) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

(i) Construction or maintenance of any building, residence, or structure, or undertaking or performing any activity in the Conservation Areas described in the Permit and Plat of the Property or any portion thereof, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the WMD; and

(j) Each Owner within the Community at the time of construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with the WMD.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY THE WMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

Section 6. Littoral Areas. The ponds and wetlands within the Community may contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the WMD. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp. The Association shall be responsible for monitoring and maintenance, including removal, of exotic nuisance plant species which may be located within the SWMS in accordance with the Permit and County Code and the cost of the same shall be Operating Expense.

Section 7. Rights of Enforcement. The WMD, the Association, the Declarant and each Owner 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, monitoring, repair and replacement of the SWMS. Notwithstanding the foregoing, the WMD has the right to take enforcement action,

including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the SWMS, comply with the mitigation or monitoring requirements of the Permit or other responsibilities under the control of the Association.

ARTICLE XV

INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for the Common Area and all insurable improvements owned by or dedicated to the Association (the "Association Property"). If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Association Property, to the extent provided in this Article XV, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Association Property to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively, the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risks as from time to time are customarily covered with respect to the Association Property and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors may determine from time to time.

(i) Fidelity Bond/Theft Insurance. Subject to the rights of the Association set forth in the HOA Act, the Association shall obtain insurance or a fidelity bond for all persons who control or disburse funds of the Association, with coverage in the amount of the maximum funds that will be in the custody of the association or its management at any one time.

(j) Other Insurance. The Board of Directors shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected as part of the Regular Assessments.

Section 6. Association's Power to Compromise Claims. The Board of Directors is hereby irrevocably appointed agent for each Owner and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and

Restrictions, and (b) the Articles of Incorporation and Bylaws of the Association. The restrictions and limitations of this Declaration are intended to be and shall be taken as consideration for any lease or deed of conveyance hereinafter made. The Association shall be the entity responsible for the operation and maintenance of the Common Area improvements.

Section 2. Exclusive Rights to Use Name of Community. No person shall use the name "Luxe 202" or any derivative of such names or in any logo or depiction associated with the Community in any promotional materials, signage or on the Internet in any manner which objectively may cause confusion that the source of such use is Declarant or the Association.

Section 3. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 5. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of not less than thirty (30) years from the date this Declaration is recorded, after which time said covenants, as amended from time to time, shall automatically renew for successive ten (10) year periods, or if required by the law then in effect, be extended for successive periods in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time; unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total voting interests of all Members agreeing to terminate this Declaration has been recorded in the Public Records of the County. If the Members do not elect to terminate this Declaration as provided in the foregoing sentence, the Board shall record a notice of preservation of this Declaration or similar document to evidence the continuing effect of this Declaration at least thirty (30) days prior to the end of such thirty (30) year period or such successive ten (10) year period. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

Section 6. Dissolution of Association.

(a) Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida

for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association ceases to exist, the SWMS shall be conveyed to the WMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS must be transferred to and accepted by an entity acceptable to which complies with Rule 62-330.310, Florida Administrative Code (2025), as may be amended from time to time), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved in writing by the WMD prior to such termination, dissolution, or liquidation.

(b) Applicability of Declaration after Dissolution. In the event of dissolution of the Association, the Community and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas (if any). The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant, Builders and other Owners.

Section 7. Amendment.

(a) Amendment by Declarant. So long as there is a Class B Member, Declarant reserves the right to amend this Declaration without the consent of the Owners or any other person or entity, unless otherwise provided in this Declaration and provided such amendments comply with the HOA Act. Such amendments shall not require the consent of any Institutional First Mortgagee. No provisions related to the Declarant's rights may be amended without the consent of the Declarant. Amendments made by the Declarant in accordance herewith, shall become effective when executed by Declarant and recorded in the Public Records of the County.

(b) Amendment by Association. After the Class B Membership ceases to exist, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than two-thirds (2/3rds) of the voting interest of Owners present (in person, by proxy or by written consent), at a duly noticed meeting of the Members at which a quorum was attained for the purpose of voting on such amendment. Amendments made by the Association in accordance herewith, shall become effective when duly executed by the Association and recorded in the Public Records of the County.

(c) Restrictions on Amendments. No Amendment may remove, revoke, or modify any right of privilege of the Declarant without the express written consent of the Declarant. No provisions relating to the Builders' rights may be amended without the consent of the Builder(s) affected by such proposed amendment. No amendment may adversely affect the priority of the lien of an Institutional First Mortgagee or the right to foreclose such lien, or otherwise materially affects the right and interest of Institutional First Mortgagees without the requisite consent of such Institutional First Mortgagees as set forth in Article XII, Section 1. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting

any aspect of the Surface Water Management System must receive prior written approval of the WMD and Association. Any amendments must be properly recorded in the Public Records of the County.

Section 8. Remedies for Violations – Fines and Suspensions. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, in the event of a violation of the Declaration, the Articles, the Bylaws or the Rules adopted hereunder, the Board is authorized to (1) levy a fine against the Owner who allegedly, or whose family member, guest, and/or tenant committed such violation, and (2) suspend the right of a Member, its family, guest and/or tenant (the "**Respondent**") to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress or utility service). In the event of a delinquency in any monetary amount owing to the Association, the Board may suspend Common Area Use rights (except for the portions thereof which are necessary as a means of ingress and egress or utility service) and/or voting rights. For those instances in which the violation was committed by a tenant, the Board may fine the tenant and/or suspend the tenant's Common Area use rights (except for the portions thereof which are necessary as a means of ingress and egress or utility service). The Board shall review alleged violations and decide whether to levy a fine or suspension at a duly noticed meeting of the Board after notice and hearing as required by the HOA Act. The Board may not impose a fine or suspension except in accordance with this Section 8 and the HOA Act.

(a) Types of Remedies.

(1) Fines. Fines shall be in a reasonable amount based on the alleged violation, shall not be limited in amount, and shall be equal for any Member charged for the same offense. The Board may establish a schedule of fines for common violations and shall issue such fine for such violation unless the circumstances merit a different fine for such violation. Any variation from the established fine amount shall be explained by the Board in writing when such fine is issued. Any continuing violation shall be a separate violation for each day it continues and will not be limited in the aggregate. A lien may be imposed by the Association once the aggregate fine for such continuing violation equals or exceeds \$1,000.00, and shall be treated like an Assessment for purposes of collection and foreclosure. Any fine shall be due thirty (30) days after the date of the Tribunal (as hereinafter defined) or Association delivers written notice to the Owner pursuant to the HOA Act of the Tribunal findings including how the Respondent may cure the violation, fulfill the suspension or the date the fine must be paid; provided, however, if a violation has been cured by the hearing in the manner specified in the hearing notice, no fine may be imposed.

(2) Suspensions.

(i) For any failure to comply with the provisions of the Declaration, the Articles, these Bylaws or the Rules adopted hereunder, any suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction. In the case of a continuing failure to comply with such provisions, the suspension may be imposed for so long as the violation continues. The term of such suspension shall commence on the day following the date of the Tribunal (hereafter defined) approved or Association delivers written notice to the Owner pursuant to the HOA Act of the Tribunal findings and how the Respondent may fulfill the suspension.

(ii) For the nonpayment of any Assessment, fine or other monetary obligation due to the Association which is more than ninety (90) days delinquent, the Association may, without notice of a hearing or an opportunity for a hearing, impose a suspension of (a) the right of the Respondent to use the Common Area (except for the portions thereof which are necessary as a means of ingress and egress or utility service) and/or (b) the voting rights of the Member's Lot. Such suspensions must be approved at a properly noticed board meeting and the Association must notify the applicable Owner and, if applicable, the Lot's occupant, licensee, tenant, or invitee by mail or hand delivery. The term of such suspension shall commence on the day following the Board's decision to impose such suspension and shall end upon full payment of all obligations currently due or overdue to the Association.

(iii) In no event shall a suspension of Common Area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park or the right to utility services.

(b) Restrictions on Remedies. No fine or suspension may be imposed unless (a) written notice of the alleged violation is given to the Owner in the manner herein provided, (b) the alleged violator has been given an appropriate hearing and (c) the decision to impose a fine or suspension is approved by a majority of the Board and by the Tribunal. The failure of the Board to enforce the Rules, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by the Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by the Bylaws, or by any Rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, the Bylaws or the Rules. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and the Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

(c) Notice. The Board shall provide to the Respondent, at least fourteen (14) days prior to the date of such hearing, written notice of (i) the Board's intention to impose a fine or suspension, (ii) that a hearing has been scheduled at which a Tribunal shall meet and consider whether to approve such fine or suspension, and (iii) that the Respondent may present an argument at such hearing as to why such fine or suspension should not be imposed. In no event may the fine be due or the suspension commence prior to the hearing. Within seven (7) days after the hearing, the Tribunal shall provide written notice to the Owner at its designated mailing or e-mail address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the Owner, of the Tribunal's findings related to the violation, including any applicable fines or suspensions that the Tribunal approved or rejected, and how the Owner or any occupant, licensee, or invitee of the Owner may cure the violation, if applicable, or fulfill the suspension.

(d) Tribunal. The Board shall appoint a committee of at least three (3) Members to serve as the "Tribunal" for purposes of approving or disapproving fines and suspensions in accordance with the HOA Act. No member of the Tribunal shall be a Director, Officer or employee of the Association, nor shall any member of the Tribunal be related by blood or marriage to either the complaining party, the Respondent or any Director, Officer or employee

of the Association. The Board may appoint more than three (3) Members to the Tribunal, but in no event shall the Tribunal overseeing any hearing be comprised of fewer than three (3) Members. Tribunal Members may be replaced by the Board from time to time, in the Board's sole discretion.

(1) The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The Tribunal must approve or deny a proposed fine or suspension even if the proposed violator does not contest such fine or suspension.

(e) Hearing. The procedure of the hearing shall be as set forth below:

(1) A hearing to determine whether a right or privilege of a Respondent under the Governing Documents should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written complaint ("**Complaint**") by any Member or by any officer or Director, or the Association manager, with the President or Secretary of the Association. Such Complaint need not bear the name of the filing party. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language acts or omissions with which the Respondent is charged to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Governing Documents which the Respondent is alleged to have violated and how such violation can be cured, but shall not consist merely of charges phrased in the language of such provisions without supporting facts. The Board shall review the Complaint and decide, in its sole discretion, whether such alleged facts constitute a violation of the Declaration, the Articles, these Bylaws or the rules and regulations of the Association such that a fine or suspension should be levied. A fine or suspension levied by the Board may not be imposed except in accordance with Article XVI, Section 8 of the Declaration and the HOA Act.

(2) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case, provided that in no event shall the Tribunal consist of fewer than three (3) members for any hearing. Oral evidence shall be taken only on oath or affirmation administered by a member of the Tribunal. Affidavits, photographs and other reliable documentation and information shall also be considered on submission.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.

(4) Neither the accusing Member nor the allegedly defaulting Member are required to be in attendance at the hearing. The hearing shall be open to attendance by all Members, except where privacy concerns are involved. Hearings may be attend by telephone or teleconference.

(5) In no event may the fine be due or the suspension commence prior to the hearing. The Tribunal will prepare written findings of approval of disapproval of the fine or suspension, as applicable. Within seven (7) days after the hearing, the involved Owner and, if applicable, any occupant, licensee, or invitee of the Respondent, sought to be fined or suspended, shall be notified in writing at his or her designated mailing or e-mail address in the Association's official records of the decision of the Tribunal and how the Owner may cure the violation, fulfill the suspension, or the due date of the fine, each as applicable, in accordance with the HOA Act. Any fine shall be due no sooner than thirty (30) days after the date of the Tribunal or Association delivers written notice to the Owner pursuant to the HOA Act of the Tribunal findings; provided, however, if a violation has been cured by the hearing in the manner specified in the hearing notice, no fine may be imposed.

(f) Right of Entry. In addition to the foregoing rights, whenever (i) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (ii) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner. The Association shall give the Owner at least fourteen (14) days' prior written notice of its intention to exercise this right, except where such violation, damage or destruction poses a threat to the lives or property of other Owners. The Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen percent (18%) per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorney's fees incurred by the Association shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

Section 9. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 10. Instruments Governing Common Area and Owners of Lots: Governing Law. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area improvements and the rights, duties and responsibilities of the Owners of Lots. This Declaration shall be governed by the laws of the State of Florida and exclusive venue shall be in the County.

Section 11. Compliance with HUD, FHA, VA, FNMA, GNMA and WMD. Notwithstanding any provision of this Declaration to the contrary, as long as the Class B Membership exists, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or

required by HUD, FHA, VA, FNMA, GNMA, the WMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, any Owner, or any other party shall be required or necessary to such amendment. After the expiration of Class B Membership, but subject to Article XVI, Section 7(c) of this Declaration and the HOA Act, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, the WMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board. Notwithstanding any inconsistent or contrary provision in this Declaration, if and for so long as any Lot is encumbered by a mortgage insured by the FHA, VA, or USDA, any restrictions in this Declaration on renting, subleasing, conveyance or reconveyance of Lots that violate any mandatory FHA, VA, or USDA underwriting guidelines or requirements shall not apply to such Lots or its Owner, provided any compliant portion of such restriction shall remain in full force and effect.

Section 12. Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "**Title Documents**"). The Declarant's plan of development for the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OR TERMINATE OF RECORD ANY OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon Turnover, the Association shall assume all of the obligations of the Declarant under the Title Documents unless otherwise provided by the Declarant by amendment to this Declaration recorded by the Declarant in the Public Records, from time to time, and in the sole and absolute discretion of the Declarant.

Section 13. Declarant's and Builders' Disclaimer of Representations. Notwithstanding anything to the contrary herein, neither Declarant nor any Builder makes any warranties or

representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While neither Declarant nor any Builder has any reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, neither Declarant nor any Builder makes any warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant and Builders harmless therefrom.

Section 14. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change its mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time.

Section 15. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose.

Section 16. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 17. Common Area Facilities.

(a) General Restrictions. Each Owner, its guests, invitees, tenants, and other persons entitled to use any Community facilities and other Common Areas within the Community shall comply with following general restrictions:

(1) Minors. Minors are permitted to use the Community facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable regulations and restrictions from time to time governing minors' use of the Community facilities, including, without limitation, requirements that minors be accompanied by adults while using the Community facilities.

(2) Responsibility for Personal Property and Persons. Each Owner and tenant assumes sole responsibility for the health, safety and welfare of such Owner and/or tenant, its invitees and guests, and the personal property of all of the foregoing, and each Owner and tenant shall not allow any damage the Community facilities or other Common Area, or interfere with the rights of other Owners hereunder. Neither Declarant, nor Builders, nor the Association shall be

responsible for any loss or damage to any private property used, placed or stored on the Community facilities. Further, any person entering the Community facilities assumes all risk of loss with respect to its equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Community facilities.

(3) Activities. Any Owner, tenant, guest, invitee or other person who, in any manner, makes use of the Community facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Community facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Community facilities, caused by such Owner or such Owner's tenant, invitee or guest.

(4) Use of Common Areas for Events. The Association shall have the right to impose conditions or restrictions in connection with the use of Common Areas for events, parties and gatherings (the "Events") hosted by an Owner, its lessees, family members and guests. The Association shall also have the right to adopt and enforce rules and regulations regarding the number of guests that may be allowed to use the Common Areas at any time. The Association may, in its sole and absolute discretion, require certain registration and/or release agreements or other documentation in connection with such event, including, without limitation, reservation fees, security deposit, and/or a Facility Use and Hold Harmless Agreement, if applicable. Any security deposit (in an amount as determined by the Board from time to time), shall be held to cover expenses related to the clean-up, maintenance and/or damage caused to the Common Areas by the Event or its host or attendees. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner or Lessee after the Association receives confirmation there is no such clean-up, maintenance or repair required after the Event. In the event the Owner or lessee does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the collection of the deposit referred to herein shall not reduce or abate any obligations related to the Common Areas pursuant to this Declaration, or the right to avoid any of the covenants, agreements, or obligations to be performed hereunder, including all restrictions with respect to parking and/or use of the Common Areas.

(b) Indemnification. By the use of the Community Facilities and other Common Areas, each Owner, its tenants, occupants, guests and invitees agree to indemnify and hold harmless the Declarant, Builders and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, the "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, the "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Community facilities or other Common Areas by Owners or tenants, their occupants, invitees and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

(c) Attorney's Fees. Should any Owner, its tenants, occupants guests or invitees bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner and/or its tenants, occupants, guests, or invitees shall be liable to such parties for all Losses, costs and expenses incurred by the

Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

Section 18. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION DOES NOT ANTICIPATE ENTERING INTO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS; HOWEVER, THE ASSOCIATION RESERVES THE RIGHT TO ENTER INTO AN AGREEMENT OR AGREEMENTS FOR SUCH SERVICES IN THE FUTURE. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT, BUILDERS AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 19. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE GOVERNING DOCUMENTS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE 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 GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS, REGULATIONS, POLICIES OR OTHER RULES OF THE UNITED STATES, STATE OF FLORIDA, DUVAL COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES, NOTWITHSTANDING THE FACT THAT THE ASSOCIATION MAY ADOPT RULES, POLICIES AND/OR REGULATIONS WHICH PROHIBIT OR REQUIRE SIMILAR ACTIONS AS SUCH LAWS, REGULATIONS, POLICIES OR OTHER RULES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE

USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION 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.

(d) THE ASSOCIATION MAY ADOPT POLICIES, RULES AND/OR REGULATIONS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE OF THE COMMUNITY OR THAT ARE REQUIRED BY A GOVERNING JURISDICTION. ANY SUCH POLICY, RULE OR REGULATION OR ANY AMENDMENT TO THIS DECLARATION, THE ARTICLES OR BYLAWS RELATING OR WHICH IS HELD TO RELATE TO THE HEALTH SAFETY AND/OR WELFARE OF THE COMMUNITY SHALL BE INTERPRETED AND ENFORCED FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF AND NOT AS A GUARANTEE OF PROTECTION FOR THE OWNERS AGAINST ANY ILLNESS, DISEASE, BODILY HARM, DEATH OR OTHER HARM.

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

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

Section 20. CONSTRUCTION ACTIVITIES. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND/OR THEIR RESPECTIVE EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "**LISTED PARTIES**") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. SUCH EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY MAY POSE RISKS TO PERSONS OR PROPERTY WITHIN THE COMMON AREAS OR LOTS. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED

NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) INTENTIONALLY DELETED, (IV) THE LISTED PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND COMMITTEE MEMBERS SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (V) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (VI) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 21. WATER BODIES AND WILDLIFE. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES, WET DETENTION, OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION (THE "WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE LISTED PARTIES SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND COMMITTEE MEMBERS ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE

CAUSED BY SUCH WILDLIFE. EACH OWNER, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO A LOT, AGREES TO REVIEW AND COMPLY WITH THE WILDLIFE MANAGEMENT PLAN FOR THE COMMUNITY, IF ANY AND TO CAUSE ALL OCCUPANTS OF THEIR HOME TO COMPLY WITH SUCH WILDLIFE MANAGEMENT PLAN. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE COMMUNITY NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

Section 22. PUBLIC FACILITIES. THE COMMUNITY MAY INCLUDE ONE OR MORE PUBLIC FACILITIES THAT MAY BE DEDICATED TO THE CITY, JEA, OR COUNTY, INCLUDING WITHOUT LIMITATION, A PUBLIC LIFT STATION DEDICATED TO JEA AS THE MUNICIPAL UTILITY AS PART OF THE WASTE WATER TREATMENT SYSTEM. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE LISTED PARTIES HAVE NO CONTROL OVER ACCESS AND USAGE OF SUCH PUBLIC FACILITIES BY THE COUNTY AND THE LISTED PARTIES SHALL HAVE NO LIABILITY FOR PERCEIVED OR ACTUAL NUISANCE OR CLAIMS RELATED TO THE PUBLIC FACILITIES IN THE COMMUNITY OR COMMUNITY.

Section 23. PROXIMITY TO MAJOR ROADS. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE COMMUNITY IS LOCATED IN PROXIMITY TO J. TURNER BULTER PARKWAY, HODGES BOULEVARD AND GLEN KERNAN PARKWAY (THE "ROADS"), EACH OF WHICH ARE MAJOR ROADS IN THE COUNTY THAT CARRY A HIGH VOLUME OF TRAFFIC ON A DAILY BASIS. VEHICLES TRAVELING ON THE ROADS AND/OR CONSTRUCTION ACTIVITIES ON THE ROADS WILL GENERATE NOISE WHICH MAY BE HEARD ON, ABOUT OR WITHIN THE COMMUNITY AND HOMES THEREIN, AND POSSIBLE ODORS, AIRBORNE DIRT OR DEBRIS, OR OTHER CONDITIONS AFFECTING THE PROPERTY, ALL OF WHICH MAY INCREASE IN THE FUTURE AS TRAFFIC VOLUME ON THE ROADS INCREASE, OR IF ANY ROAD IS WIDENED OR EXPANDED (THE "ROAD ACTIVITY"). NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PERCEIVED OR ACTUAL NUISANCE OR CLAIM RELATED TO THE PROXIMITY OF THE ROAD TO THE COMMUNITY OR ANY ROAD ACTIVITY.

Section 24. PUBLIC ROADWAYS. ALL OF THE ROADWAYS WITHIN THE COMMUNITY ARE INTENDED TO BE PUBLIC ROADWAYS AND AS PUBLIC ROADWAYS, SHALL BE MAINTAINED BY THE CITY OR COUNTY, AS APPLICABLE, AND NOT BY THE DECLARANT OR THE ASSOCIATION. WITHOUT LIMITING ANY OTHER PROVISION OF THIS DECLARATION, THE CITY OR COUNTY, AS APPLICABLE, IS RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RESURFACING OF ALL PAVED PUBLIC ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE LISTED PARTIES HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC OR MAINTENANCE OR REPAIR OF THE SAME. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PERCEIVED OR ACTUAL NUISANCE OR CLAIM RELATED TO PUBLIC ROADWAYS.

SECTION 25. ADJACENT COMMERCIAL USES. THE COMMUNITY IS LOCATED ADJACENT TO OR IN PROXIMITY TO PROPERTIES THAT ARE ZONED AND/OR USED FOR NON-RESIDENTIAL PURPOSES, INCLUDING COMMERCIAL AND HOTEL PURPOSES. THE LISTED PARTIES MAKE NO REPRESENTATION OR WARRANTY REGARDING THE CURRENT OR FUTURE USES, NATURE, SCOPE, OR INTENSITY OF SUCH NON-RESIDENTIAL USES, NOR DOES IT HAVE AUTHORITY TO REGULATE OR RESTRICT SUCH USES. OWNERS ACKNOWLEDGE AND ACCEPT THAT SUCH NON-RESIDENTIAL USES MAY RESULT IN INCREASED VEHICULAR AND PEDESTRIAN TRAFFIC, NOISE, LIGHTING, ODORS, DELIVERIES, AND OTHER IMPACTS TYPICALLY ASSOCIATED WITH COMMERCIAL OPERATIONS. THESE IMPACTS MAY OCCUR DURING DAYTIME AND NIGHTTIME HOURS AND MAY VARY DEPENDING ON THE NATURE OF THE COMMERCIAL USE. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE LISTED PARTIES HAVE NO CONTROL OVER THE NON-RESIDENTIAL USES OF ADJACENT AND PROXIMATE PROPERTY OR THE IMPACTS OF SUCH USES TO THE COMMUNITY AND THE LOTS. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PERCEIVED OR ACTUAL NUISANCE OR CLAIM RELATED TO THE ADJACENT OR PROXIMATE NON-RESIDENTIAL OR COMMERCIAL USES. IN ADDITION, EACH OWNER ACKNOWLEDGES THAT THE COMMUNITY AND EACH LOT IS SUBJECT TO THAT CERTAIN RESTRICTIVE COVENANT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 20075, PAGE 1815, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, WHICH PROHIBITS DEVELOPMENT OR OPERATION OF CERTAIN COMMERCIAL USES WITHIN THE COMMUNITY AND EACH OWNER AND THE ASSOCIATION SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE SAME.

Section 26. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Declarant has executed this Declaration, this 2 day of FEBRUARY, 2026.

Signed, sealed and delivered in the presence of:

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

[Signature]
Print Name: TDJ Smith
Address: 10375 Centuria Pkwy
Jax, FL 32256

By: [Signature]
Name: CLIFF NELSON
Title: V.P.

[Signature]
Print Name: JARRETT O'LEARY
Address: 10375 CENTURIA PKWY
JAX, FL 32256

STATE OF FLORIDA)
:SS.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 2nd day of FEBRUARY, 2026, by CLIFF NELSON, as VICE PRESIDENT of Mattamy Jacksonville LLC, a Delaware limited liability company, on behalf of the company, and he or she is [] personally known to me or [] has produced _____ as identification.



JARRETT O'LEARY
Notary Public
State of Florida
Comm# HH423526
Expires 7/19/2027

[Signature]
Signature of Notary Public
JARRETT O'LEARY
Notary Public Name (Typed or Printed)
Notary Public, State of Florida at Large
Commission No. HH423526
My commission expires: 7/19/2027

EXHIBIT "A"
PROPERTY

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF J TURNER BUTLER BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), AND THE WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE, NORTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No 1: NORTH 12°02'51" EAST, 281.52 FEET;

COURSE No 2: NORTH 01°01'38" WEST, 1,365.07 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY, AND TO THE SOUTHERLY RIGHT OF WAY LINE OF GLEN KERNAN PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS PER PLAT OF RIVERBROOK AT GLEN KERNAN UNIT ONE, RECORDED IN PLAT BOOK 48, PAGES 49, 49A AND 49B, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY); THENCE NORTHWESTERLY AND WESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES:

COURSE No. 1: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46°01'30" WEST, 42.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE;

COURSE No. 2: SOUTH 88°58'37" WEST, 134.15 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY;

COURSE No. 3: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 197.22 FEET, AN ARC DISTANCE OF 68.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°00'24" WEST, 68.29 FEET, TO A POINT ON THE ARC OF SAID CURVE AND THE POINT OF BEGINNING.

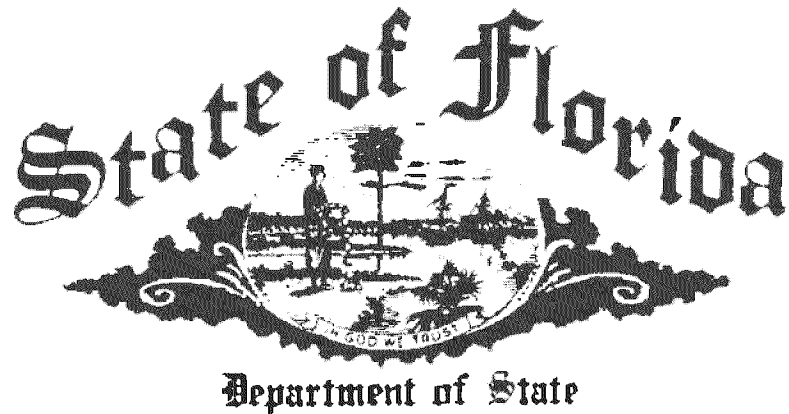
COURSE No. 4: WESTERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 197.22 FEET, AN ARC DISTANCE OF 24.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°30'24" WEST, 24.28 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY;

COURSE No. 5: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 383.50 FEET, AN ARC DISTANCE OF 535.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78°01'23" WEST, 493.02 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY;

COURSE No 6: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 304.62 FEET, AN ARC DISTANCE OF 18.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39°45'03" WEST, 18.37 FEET; THENCE SOUTH 22°58'43" WEST, 267.39 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 177.50 FEET, AN ARC DISTANCE OF 97.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°17'51" WEST, 95.95 FEET; THENCE, SOUTH 63°35'06" EAST, 190.21 FEET; THENCE NORTH 68°58'22" EAST, 381.35 FEET; THENCE NORTH 01°01'37" WEST, 104.79 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 109.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°03'21" EAST, 105.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, NORTH 49°08'20" EAST, 14.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 59.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°15'52" EAST, 58.31 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°23'25" EAST, 49.48 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.76 ACRES, MORE OR LESS.

EXHIBIT "B"
ARTICLES OF INCORPORATION



State of Florida

Department of State

I certify from the records of this office that LUXE 202 HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 17, 2025.

The document number of this corporation is N25000016171.

I further certify that said corporation has paid all fees due this office through December 31, 2025, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

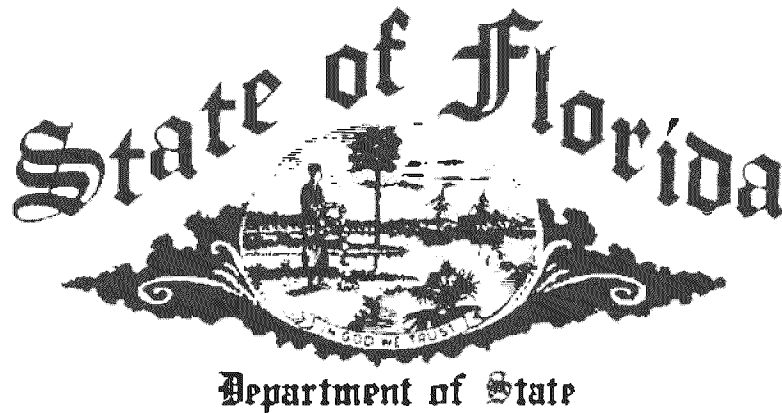
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 725A00028270-121825-N25000016171-1/1, noted below.

Authentication Code: 725A00028270-121825-N25000016171-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of December, 2025




Secretary of State



I certify the attached is a true and correct copy of the Articles of Incorporation of LUXE 202 HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on December 17, 2025, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H25000438474. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N25000016171.

Authentication Code: 725A00028270-121825-N25000016171-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of December, 2025




Secretary of State

850-617-6381

12/18/2025 4:15:59 PM PAGE 3/003 Fax Server

December 18, 2025

LUXE 202 HOMEOWNERS ASSOCIATION, INC.
10375 CENTURION PARKWAY NORTH, SUITE 410
JACKSONVILLE, FL 32256US

The Articles of Incorporation for LUXE 202 HOMEOWNERS ASSOCIATION, INC. were filed on December 17, 2025, and assigned document number N25000016171. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H25000438474.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

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

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

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

Rickey L Richardson
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 725A00028270

DocuSign Envelope ID: F1D0BCB7-3429-4738-851F-B7291544B0F7

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**ARTICLES OF INCORPORATION FOR
Luxe 202 Homeowners Association, Inc.
(a Florida corporation not-for-profit)**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be **Luxe 202 Homeowners Association, Inc.**, a Florida corporation not-for-profit (the "Association").

ARTICLE II - DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Luxe 202 (the "Declaration") recorded, or to be recorded, among the Public Records of Duval County, Florida by MATTAMY JACKSONVILLE, LLC, a Delaware limited liability company (the "Declarant"), and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the Association shall be 10375 Centurion Parkway North, Suite 410, Jacksonville, Florida 32256.

ARTICLE IV - PURPOSE(S)

The Association is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720 of the laws of the State of Florida each as they exist on the date of incorporation of the Association. The specific purposes for which the corporation is organized are: (i) provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon; (ii) perform the duties and services delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the interests of the Association and the Owners.

ARTICLE V- GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation and as applicable, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

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Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To levy Assessments on Lots, collect such Assessments and fines from Owner, Members and their respective tenants, as applicable, and to use the proceeds thereof in the exercise of its powers and duties.

Section 5. To pay taxes and other charges, if any, on or against the Association Property, excepting Lots not owned by the Association, and the Common Area.

Section 6. To have all express powers conferred upon the Association by the Declaration, Bylaws and Chapter 720, Florida Statutes, the Homeowners' Association Act as it exists on the date of incorporation of the Association (the "HOA Act"), and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, Florida Statutes, except as prohibited herein.

Section 7. To own and convey property.

Section 8. To sue and be sued, and to enforce by legal means the provisions of the HOA Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

Section 9. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 10. To operate and maintain the Surface Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System.

Section 11. To contract for services for the operation, maintenance, and management of Common Areas and Property and all other property dedicated to or maintained by the Association.

ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VII - MEMBERS

Every Owner of a Lot shall be a Member of the Association and subject the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

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ARTICLE VIII - DIRECTORS

The Board of Directors of the Corporation shall be comprised of at least three (3) directors. The members of the Board of Directors and their street addresses are:

D.J. Smith	10375 Centurion Parkway North, Suite 410 Jacksonville, FL 32256
Jarrett O'Leary	10375 Centurion Parkway North, Suite 410 Jacksonville, FL 32256
Jason Thomas	10375 Centurion Parkway North, Suite 410 Jacksonville, FL 32256

Those directors appointed to the Board of Directors by Declarant or its designated successor or assigns, need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

All of the duties and powers of the Association existing under the HOA Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised by the Board of Directors or such committees to which authority is given by the Board or pursuant to the HOA Act or the Governing Documents of the Association, subject only to approval by Members when such approval is specifically required.

At the first annual election to the Board of Directors where Directors are elected by the Members, the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

ARTICLE IX - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the

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procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	D.J. Smith	10375 Centurion Parkway North, Suite 410 Jacksonville, FL 32256
Vice-President:	Jason Thomas	10375 Centurion Parkway North, Suite 410 Jacksonville, FL 32256
Secretary/Treasurer:	Jarrett O'Leary	10375 Centurion Parkway North, Suite 410 Jacksonville, FL 32256

ARTICLE X - REGISTERED AGENT

The street address of the Corporation's initial registered office is 315 E. Robinson Street, Suite 600, Orlando, Florida 32801, and the name of the initial Registered Agent of the Corporation at that address is ZKS REGISTERED AGENT SERVICES, LLC. The Board of Directors may from time to time designate a new registered office and registered agent.

ARTICLE XI - CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System and other dedicated property and related infrastructure owned or maintained by the Association, if any, shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, as such may be amended from time to time, and be approved by the WMD prior to such termination, dissolution, or liquidation.

ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. The Bylaws for the Association will be recorded in the Public Records as originally enacted by Declarant, and as thereafter amended from time to time in accordance with the provisions for amendment set forth therein.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION

Amendment of these Articles requires the approval by an affirmative vote of not less than two-thirds (2/3rds) of the voting interest of Owners present (in person, by proxy or by written consent), at a duly noticed meeting of the Members at which a quorum was attained for the

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purpose of voting on such amendment. Notwithstanding the foregoing; (a) for so long as the Declarant has the right to appoint the entire Board of Directors of the Association, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the By-laws of this Association may not be amended except as provided in the Bylaws.

Any amendment to these Articles that would alter the Surface Water Management System, conservation areas or any water management areas of the Common Areas must have the prior approval of the WMD. Any such proposed amendments must be submitted to the WMD for a determination of whether the amendment necessitates a permit from the WMD. If the proposed amendment necessitates a WMD permit, the WMD permit must be approved by the WMD prior to the amendment to these Articles.

ARTICLE XIV - INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. **Indemnity.** The Association shall indemnify any Officer, Director, or member of a committee formed in accordance with the Bylaws (each a "Committee Member") who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of

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Directors approves such settlement as being in the best interest of the Association.

Section 2. **Defense.** To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 3. **Advances.** Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article XIV.

Section 4. **Miscellaneous.** The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

Section 5. **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

ARTICLE XV - DISSOLUTION

The Association may be dissolved if eighty percent (80%) of the total voting interests of all Members at a duly held meeting of the Members of the Association vote in favor of dissolution in person, by proxy or by written consent, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVI – INCORPORATOR

The name and address of the Incorporator of these Articles is Amalia Papadimitriou, Esquire, c/o Mattamy Homes USA, 4901 Vineland Road, Suite 450, Orland, Florida 32811.

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INCORPORATOR

The undersigned hereby executes these Articles of Incorporation for the purpose of forming the corporation under the laws of the State of Florida, being the Incorporator of the Luxe 202 Homeowners Association, Inc., a Florida corporation not-for-profit, this 9th day of December, 2025.

Signed by:
Amalia Papadimitriou
CF0BB07D888E421

Amalia Papadimitriou, Esq.
Incorporator

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ACCEPTANCE OF REGISTERED AGENT

Pursuant to the provisions of Section 605.0113, Florida Statutes, the undersigned submits the following statement of acceptance of his designation as Registered Agent for the Company:

Having been named as Registered Agent and to accept service of process for the above stated limited liability company at the place designated in these Articles of Organization, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent as provided for in Chapter 605 of the Florida Statutes.

Matthew Petra

Matthew G. Petra, Esq. on behalf of
ZKS Registered Agent Services, LLC
Registered Agent

Registered Agent Address:

315 E. Robinson Street, Suite 600
Orlando, Florida 32801

Principal Office Address

10375 Centurion Parkway North, Suite 410
Jacksonville, Florida 32256

EXHIBIT "C"
BYLAWS

BYLAWS OF LUXE 202 HOMEOWNERS ASSOCIATION, INC.

A corporation not-for-profit organized
under the laws of the State of Florida

1. **Identity.** These are the Bylaws of Luxe 202 Homeowners Association, Inc. (the “**Association**”), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that residential Community known as Luxe 202 located in Duval County, Florida (the “**Property**”).
 - 1.1 **Principal Office.** The principal office of the Association shall be at 10375 Centurion Parkway North, Suite 410, Jacksonville, Florida 32256 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.
 - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
 - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word “Florida,” the words “Corporation Not for Profit,” and the year of incorporation.
2. **Definitions.** For convenience, these Bylaws shall be referred to as the “**Bylaws**” and the Articles of Incorporation of the Association as the “**Articles.**” The other terms used in these Bylaws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions, and Restrictions of Luxe 202 (the “**Declaration**”), unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.** The members of the Association (“**Members**”) shall be as specified in the Articles and Declaration.
 - 3.1 **Annual Meeting.** The annual Members’ meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during January, February or March and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.
 - 3.2 **Special Meeting.** Special Members’ meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting. For any meeting of the Members, the Board may, in the directors’ discretion, provide a telephone and/or video conference participant numbers or link, or have a speaker phone and video equipment available at a location within 30 miles of the Community for Member

attendance.

- 3.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effective not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 3.4 Quorum. Notwithstanding anything contained herein to the contrary, until the Turnover, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. From and after the Turnover, a quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any members present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

3.5 Voting.

- (a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners with the exception of the Declarant until the Class B Membership ceases to exist and is converted to Class A Membership as provided in Article IV of the Declaration. Class A Members shall be entitled to one (1) vote for each Lot they own. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Once the Class B Membership ceases to exist, the Declarant shall also be a Class A Member.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to four (4) votes for each platted Lot owned and four (4) votes for each vote the Class A Members are entitled to cast at any time. The Class B Membership shall cease and be converted to Class A Membership within three (3) months of the occurrence of the following events, whichever occurs earliest, unless otherwise required by Florida law:

- (i) when ninety percent (90%) of all of the Lots in all phases of Luxe 202 to developed have been conveyed to third-party purchasers (other than Declarant or Builder(s)); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment; or
- (ii) when the Declarant elects to terminate the Class B Membership in a written instrument signed by Declarant and delivered to the Secretary of the Association; or
- (iii) As otherwise required by the HOA Act or applicable Florida law.

Notwithstanding the foregoing, after the Class B Membership ceases to exist, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After the Class B Membership ceases to exist, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise

provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" and "majority of the Owners" shall mean a majority of the voting interests of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the voting interests of Members and not of the Members themselves.

- (c) Voting Owner. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person or a trust, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association or such person with authority to bind the trust (provided the Association has no obligation to review any legal documents related to the trust to confirm the same). Such person need not be a Lot Owner, nor one of the joint owners if they have a power of attorney meeting the statutory requirements of Florida law. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot or trustee of a trust. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:
- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
 - (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

- (iii) If both are present at a meeting and concur, either one may cast the vote.
 - (d) Corporation. If a Lot is owned by a corporation or other entity, the chairman of the board, president, vice president, secretary, or treasurer of the corporation holding such Membership in the Association, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the corporation and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the bylaws or resolution of the board of directors or executive committee of the corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its senior officer, in the order first stated in this subsection.
- 3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. Proxies shall not be used in the election of Directors. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Owners; however, no individual Owner (other than the Declarant or Builders) shall hold proxies in excess of more than a total of five percent (5%) of the total voting interest of the Members for each meeting. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2025), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.6.
- 3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different

date, time, or place, whether for lack of quorum or other reasons, must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting for 90 days, unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Upon approval of minutes for a meeting by the Board or Membership, as applicable, any audio or video recording made by or on behalf of the Association shall be disposed of/deleted.

3.10 Delinquent Members. If any Assessment, fine, fee or other monetary obligation or portion thereof imposed against a Member remains unpaid for ninety (90) days

following its due date, such Member's voting rights and Common Area use rights may be suspended (other than those right that provide access or utilities to the Member's Lot), at a duly noticed Board meeting, until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Delinquent Members shall not be eligible to serve on the Board of Directors. A voting interest or consent right allocated to a Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action.

- 3.11 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the voting interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.
- 3.12 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

- 3.13 Recording. Any Member may record (by audio or video) meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

4. Directors

- 4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "**Board**") of not less than three (3) prior to the Turnover; following which the Board shall be comprised of no more than five (5) directors, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the Membership. In no instance shall the reduction of the number of Directors result in the removal of a Director prior to his or her term. The total number of Directors shall always be an odd number.

- 4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306 of the HOA Act, and the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) At least sixty (60) days before a scheduled election, the Association shall mail, hand-deliver or electronically transmit to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Nominations from the floor at the annual meeting are prohibited. The Association shall thereafter, not later than fourteen (14) days before a scheduled election, mail or deliver a second notice of the election to all Members entitled to vote, together with a written notice, agenda, and a ballot which shall list all candidates in alphabetical order. Elections shall be decided by a plurality of ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election for the Board of Directors. There shall be no cumulative voting, and no Member shall permit any other person to vote his or her ballot. Any improperly cast ballots will be deemed invalid.

(i) Candidate Information Sheet. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election to be included with the mailing of the ballot. The costs

associated with the copying, mailing, and delivery of each candidate information sheet shall be borne by the Association.

- (ii) Assistance for Disability. Any Member who needs assistance with casting a ballot for reasons related to a blindness, an inability to read or write, or other disability may obtain assistance in casting his or her ballot.
 - (iii) Election Not Required. An election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.
 - (iv) Holdover Directors. To the extent that an election is required and unable to be held due to failure to obtain enough ballots, the then Directors shall remain on the Board of Directors until the next scheduled election, or if unwilling to continue as a director, the Board shall appoint a replacement. At such election, and in order to provide for continued staggered terms, any such holdover Director's seat shall be for the remaining years left had the election been held when the original term expired. In order to determine the Directors elected to each seat, the candidates receiving the most votes at the election shall assume the longest term open for election. In the case of a tie vote the terms shall be determined by lot. The intent of this provision is to provide a procedure for determining the seats for each elected Director where such terms vary in length due to the inability at previous annual meetings to hold an election.
- (c) The Board of Directors shall be elected by secret written ballot (written and/or electronic if approved by the Board and conducted in accordance with the HOA Act. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2025), any election dispute between a member and the Association shall be resolved by binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation or filed with a court of competent jurisdiction. Any challenge to the election process must be commenced within sixty (60) days after the election results

are announced.

- (d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, the HOA Act, or herein, and a Member may nominate himself as a candidate for the Board. Directors appointed by the Declarant prior to Turnover need not be Members, nor reside in the state of Florida.
- (e) As of January 2024, following adoption of the federal Corporate Transparency Act, beneficial owners of entities including homeowners' associations were required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury. This includes all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, to the extent required by FinCEN, shall obtain a FinCEN Identifier by registering with FinCEN online at <https://fincenid.fincen.gov/landing>. The issued FinCEN Identifier shall be promptly provided to the current Board along with all other necessary identifying information to allow the Board to update its Beneficial Ownership Information Report ("BOI Report"). If for any reason, the FinCEN Identifier is not timely provided or the Board is unable to register and update its BOI Report within the deadlines established by FinCEN, then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board. In the event the Corporate Transparency Act is subsequently repealed or the BOI Reporting requirements are no longer applicable to the Association, the foregoing shall no longer apply to eligibility to serve on the Board.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.18 hereof shall be filled by the Declarant without the necessity of any meeting.
- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.
- (c) Until a majority of the Directors are elected by the Members other than the

Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting, and shall serve until Turnover or until removed from office by the Declarant.

- (d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(is) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ices), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(is) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided in Article VIII of the Articles or otherwise herein to the contrary, subject to staggered terms as set forth in the Articles, the term of each Director's service shall extend until the annual meeting of the Members two years from the date of such Director's election and subsequently until his successor is duly elected and qualified as provided for in the Articles of Incorporation, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held immediately following the annual meeting or within ten (10) days thereafter.

4.6 Attendance/Notice. All meetings of the Board must be open to all Members except for meetings which may be closed to Members in accordance with the HOA Act, including meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege or meeting of the Board held for the purpose of discussing personnel matters. For meetings open to the Members, the Board shall either, and in the directors' discretion, provide the telephone and/or video conference participant numbers or link, or have a speaker phone and video equipment available at a location within 30 miles of the Community for Member attendance. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency or as otherwise authorized by the HOA Act. An assessment may not be levied at a Board meeting unless the

notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which Special Assessments will be considered or at which amendments to Rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member. The Board may, by majority consent, permit any Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

- 4.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or electronic mail, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.
- 4.8 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Notice of the meeting shall be given personally by hand delivery, mail, or electronic transmission to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.
- 4.9 Waiver of Notice. Any Director may waive notice of a meeting in writing before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.10 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.11 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. Except minutes of closed Board meetings, the minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.15 Recording. Any Member may audio or video record meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors. Meetings are open to Members and others, on a limited basis, as authorized by the Board from time to

time to facilitate the business of the Board/Association. Accordingly, there shall be no live-streaming of meetings over the Internet, nor distribution or dissemination of recordings of meetings without the written permission of the Board.

4.16 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required to be approved by or voted upon by Members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to committees to the extent proscribed in the HOA Act, and except as otherwise provided in the Governing Documents.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee. Notwithstanding the provisions of this Section 4.16, the Declarant ARC Appointee described in the Declaration, even if comprised of more than one person, shall not be deemed a committee subject to these meeting and notice requirements.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

4.17 Architectural Review Committee. As provided in the Declaration, the Board of Directors, following Turnover, may create an Architectural Review Committee ("ARC"), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ARC. To the extent not inconsistent with the Declaration, the provisions of Section 4.16 shall apply to the ARC.

- 4.18 Declarant Control of Board: Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace Directors and Officers. Pursuant to Section 720.307(2) of the HOA Act Owners are entitled to elect one (1) member of the Board of Directors (a “**Pre-Turnover Director**”) when fifty percent (50%) of all the Lots ultimately planned for the Community are conveyed to Owners other than Declarant, provided such Owners other than Declarant exercise this right. In the event the Owners other than Declarant do not exercise the right to elect a Pre-Turnover Director, then a vacancy on the Board of Directors shall occur and the remaining members of the Board of Directors may fill such vacancy. The term of office for the Pre-Turnover Director shall end at the next annual Members meeting after the Pre-Turnover Director’s election, or on the date of the election after the Turnover takes place, whichever occurs first.

Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant as set forth in Section 3.5 above, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days’ notice of Declarant’s decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed “turned over” once (i) the Class B Membership ceases to exist and (ii) all Declarant-appointed Directors have resigned as Directors and Officers. Upon such turnover, the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant in accordance with Section 720.307 of the HOA Act.

- 4.19 Maintenance, Inspection and Copying of Records. The Official Records of the Association shall be maintained within the State and shall be made available for inspection and copying in accordance with the HOA Act. This subsection may be complied with by having a copy of the Official Records available for inspection or copying at the Property. Reasonable rules may be adopted by the Board governing

the frequency, time, location notice and manner of inspection, as well as setting fees and costs for the inspection and copying of the records, as permitted under the HOA Act.

- 4.20 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

5. Powers and Duties.

5.1 Generally. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association, and as set forth in the Articles and Declaration, and may take all acts, through the Directors and officers of the Association, in executing the powers of the Association, except such acts which by law, the Declaration, the Articles or these Bylaws are delegated to the Members.

- (a) General. Exercise all powers, duties, and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without limitation, adopt budgets, levy Assessments, and enter into contracts with Telecommunications Providers for Telecommunications Services.
- (b) Rules and Regulations. Adopt, publish, promulgate and enforce Rules and Regulations governing the use of the Community by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof, subject only to the requirements of the Florida Statutes, if any.
- (c) Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a member during any period in which such member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.
- (d) Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.
- (e) Hire Employees and/or Independent Contractors. Engage, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.
- (f) Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

- (g) Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.
- (h) Financial Reports. Prepare all financial reports required by the Florida Statutes.
- (i) Master Covenant. Exercise all rights and obligations as a member of the Hodges POA and Owner under the Master Covenant.

5.2 FinCEN Reporting Deadlines. At all times the Association is subject to the requirements of the Corporate Transparency Act, it shall be the Board's obligation to timely update its BOI Report following any changes in Board membership. In accordance with FinCEN regulations, changes in Board membership, specifically the current beneficial ownership information for any new Board members, shall be reported within 30 days. If a newly elected or appointed Board member fails to timely provide its FinCEN Identifier or the necessary identifying information for the Board to update its BOI Report, that individual shall no longer be eligible to serve on the Board. Similarly, in reporting for existing Board members, a noncompliant Board member shall be removed from the Board if they fail to timely provide a FinCEN Identifier and the necessary information to update the Association's BOI Report.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board and who may be preemptorily removed from such office at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice- President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 6.2 President. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice-President also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. The Secretary shall attend to the giving of all notices to the Members and Directors and other notices required by law. The Secretary shall have

custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President. The Secretary may delegate, with oversight, certain of the foregoing to a Florida licensed community association manager with whom the Association has a contractual relationship.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board. The Secretary may delegate, with oversight, certain of the foregoing to a Florida licensed community association manager, with whom the Association has a contractual relationship.

6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.18 hereof or otherwise by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors, but may be reimbursed for out-of-pocket expenses.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall automatically constitute a written resignation of such Director or officer.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption By Board: Items. The Board shall from time to time, and at least annually, prepare a budget for expenses, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and

charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of Common Areas and structures thereon. In addition to the annual Operating Expenses, and to the extent approved by Membership vote, the budgets may include reserves or other accounts for capital expenditures and/or deferred maintenance.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be available for inspection by or mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, and notice shall be mailed or delivered at least fourteen (14) days in advance of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year. Absent such approval, the budget for the prior year shall carry over.

9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board, except that reserves, if established, shall be kept in a separate account.

9.3 Acceleration of Assessment Installments upon Default. If a Member shall be delinquent in the payment of an installment upon an Assessment for more than thirty (30) days from the due date of the payment, the Board or its agent may accelerate the remaining installments of the Assessment due in the current fiscal year upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

9.4 Fidelity Bonds. Fidelity bonds or insurance shall be required by the Board for all persons handling or responsible for Association funds in such amount as required under the HOA Act. The premiums on such bonds or insurance shall be paid by the Association as an Operating Expense. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity

bond for all persons who control or disburse funds of the Association.

- 9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare, or contract with a third party to prepare, and complete a financial report for the previous twelve (12) months. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with HOA Act.

- 9.6 Application of Payment. All payments made by a Member shall be applied in the order prescribed by the HOA Act.
- 9.7 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership; provided the designated mailing address shall be the Lot address unless the Member provides a difference address in writing. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:

- 11.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the vote interest of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting

forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

- 11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
- 11.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving an affirmative vote of not less than two-thirds (2/3rds) of the voting interest of Owners present (in person, by proxy or by written consent), at a duly noticed meeting of the Members at which a quorum was attained for the purpose of voting on such amendment.
- 11.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
- 11.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
- 11.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. During the Development Period, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws. No provisions relating to the Builders' rights may be amended without the consent of the Builder(s) affected by such proposed amendment.
- 11.7 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.
- 11.8 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.
- 11.9 Notwithstanding the foregoing or anything contained herein to the contrary, until the Turnover, the Declarant shall have the right to unilaterally amended these

Bylaws without the consent of any other party, including any Owner, Builder or mortgagee, except that no provision relating to Builder rights may be amended without consent of the Builder(s) affected by such proposed amendment.

12. Rules and Regulations. The Declarant prior to Turnover, and thereafter the Board, may, from time to time, adopt, modify, amend or add to Rules concerning the use and operation of the Community. Rules shall be provided to each Member in accordance with Chapter 720.303(15) of the HOA Act either digitally or by hard copy. Copies of amended Rules shall be furnished in accordance with the HOA Act by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant or a Builder.
13. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
14. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
15. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
16. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, (and members of a Committee or Tribunal, as provided in Section 17.2 hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all Tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.

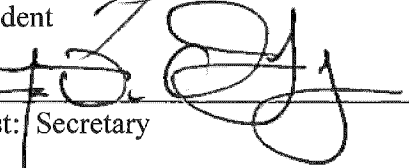
17. Procedure for Imposition of Fines or Suspensions. In the event of a violation of the Declaration, Articles, Bylaws or Rules adopted hereunder, the Board shall have the right to impose fines or suspensions of rights subject to the procedures set forth in Article XVI, Section 8 of the Declaration.

The foregoing was adopted as the Bylaws of Luxe 202 Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 2 day of February, 2026.

Approved:

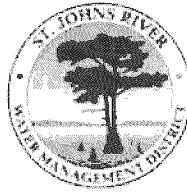


President



Attest: Secretary

EXHIBIT "D"
PERMIT



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

June 30, 2025

DJ Smith
Mattamy Jacksonville, LLC
10375 Centurion Parkway North
Suite 410
Jacksonville, FL 32256

SUBJECT: 173830-18
Glen Kernan Townhomes

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on June 30, 2025. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to receive a copy of a Technical Staff Report (TSR) that provides the District staff's analysis of the permit application, go to our ePermit portal on the District's website at <https://permitting.sjrwmd.com/ep/#/ep>, and then click on "Regulatory Search" from the Search option on the blue bar. From the search page, enter the Application/Permit #, and the Sequence # in the appropriate boxes and then click on Search. Click on the application/permit number hyperlink, to take you to a listing of all documents, including the TSR, for this permit.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to our ePermit portal on the District's website at <https://permitting.sjrwmd.com/ep/#/ep>. Once you have logged in to your account go to the "Processed Applications" panel and click on the hyperlink in the "Items Due" column. If you don't see your permit on this panel, you can add it as a "Favorite" by clicking on the "Favorite" icon at the top of the dashboard. This hyperlink will take you to a list of pending submittals due, and choose the appropriate submittal and click on the "Edit" icon to add necessary documents or information, and then submit. You can also submit this compliance data from the "Services"

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Cole Oliver, TREASURER
MERRITT ISLAND

Ryan Atwood
MOUNT DORA

Doug Boumique
VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Ron Howse
COCOA

Janet Price
FERNANDINA BEACH

menu after logging in to your account. You will find the link under "Miscellaneous" services menu. The associated compliance forms to comply with your permit conditions are available at <https://www.sjrwmd.com/documents/permitting/> .

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <https://www.sjrwmd.com/documents/permitting/>. You can apply for a permit transfer on our the District's ePermit portal at <https://permitting.sjrwmd.com/ep/#/ep>. Once you have logged in, click on "Transfer Request" from the "SWERP/ERP Applications" Services menu.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Jeff Prather, Division Director
Division of Regulatory Services
St. Johns River Water Management District
2501 S. Binion Rd
Apopka, FL 32703
321-676-6609

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Jeff Mason
13901 Sutton Park Dr S
Ste 200
Jacksonville, FL 32224-0229

R Gregory Hunter
Hodges Properties I LLC
19 N Patterson St
Valdosta, GA 31601

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 173830-18

DATE ISSUED: June 30, 2025

PROJECT NAME: Glen Kernan Townhomes

A PERMIT AUTHORIZING:

Minor Modification of Permit Number 173830-10 for Glen Kernan Townhomes to include the construction and operation of a 3.0-acre project as per plans received by the District on June 4, 2025.

LOCATION:

Section(s): 11 Township(s): 3S Range(s): 28E
 Duval County

Receiving Water Body:

Name	Class
Pablo Creek	III Fresh

ISSUED TO:

Mattamy Jacksonville, LLC
 10375 Centurion Parkway North
 Suite 410
 Jacksonville, FL 32256

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated June 30, 2025

AUTHORIZED BY: St. Johns River Water Management District
 Division of Regulatory Services

By: 

 Craig McCammon
 Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 173830-18
Glen Kernan Townhomes
DATED June 30, 2025

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

- b. For all other activities — “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate, and

- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
 14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
 19. This permit for construction will expire five years from the date of issuance.
 20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
 21. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant

associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

22. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
23. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
24. This permit does not authorize impacts to wetlands or any other surface waters.
25. The Surface Water Management System shall be constructed and operated per the plans received by the District on June 4, 2025.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sirwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwm.com (preferred method) or send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
 permit#_____. The project is located in _____ County, Section
 _____, Township _____ South, Range _____ East. The permit authorizes a surface
 water management system on _____ acres for
 _____ known as
 _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

Gainesville Sun, Legal Advertising
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322