

Instr #2017073497 BK: 4455 PG: 1171, Filed & Recorded: 10/31/2017 8:20 AM #Pgs:149
 Hunter S. Conrad, Clerk of the Circuit Court St. Johns County FL Recording \$1,268.00

THIS INSTRUMENT PREPARED BY
 AND UPON RECORDATION RETURN TO:

Barry E. Somerstein, Esq.
 Greenspoon Marder, P.A.
 200 E. Broward Blvd., Suite 1800
 Fort Lauderdale, FL 33301

**DECLARATION
 FOR
 BEACON LAKE**

TABLE OF CONTENTS

	Page
1. Recitals	1
2. Definitions	1
3. Plan of Development	6
3.1 General	6
3.2 Association's Obligation to Cooperate	6
4. Amendment	6
4.1 General Restrictions on Amendments	6
4.2 No Vested Rights	7
4.3 Amendments Prior to and Including the Turnover Date	7
4.4 Amendments After the Turnover Date	7
5. Annexation and Withdrawal	7
5.1 Annexation by Developer	7
5.2 Annexation by Association	8
5.3 Withdrawal	8
6. Dissolution	8
6.1 Generally	8
6.2 Applicability of Declaration after Dissolution	8
7. Binding Effect and Membership	8
7.1 Term	8
7.2 Transfer	9
7.3 Membership	9
7.4 Ownership by Entity	9
7.5 Voting Interests	9
7.6 Document Recordation by Owners Prohibited	9
7.7 Composition of Board	9
7.8 Conflicts	9

BK: 4455 PG: 1172

8.	Paramount Right of Developer	9
9.	Operation of Association Common Area and/or District Property	10
9.1	Prior to Conveyance	10
9.2	Construction of Association Common Area	10
9.3	Use of Association Common Area by Developer and Builders	10
9.4	Conveyance	10
9.5	Operation After Conveyance	11
9.6	Association Common Area	11
9.7	Delegation and Managers	12
9.8	Use	12
9.9	Rules and Regulations	13
9.10	Public Facilities	14
9.11	Default by Another Owner	14
9.12	Special Taxing Districts	14
9.13	Water Transmission and Distribution Facilities Easement and Repair	14
9.14	Association's Obligation to Indemnify	15
9.15	Site Plans and Plats	15
9.16	Contracts for Services	15
10.	Community Development District	15
10.1	Generally	15
10.2	Creation of the District	16
10.3	District Assessments	16
10.4	District Property	17
10.5	Disclosure of Public Financing	17
10.6	Marketing Activity	17
11.	Party Walls	18
11.1	General Rules of Law to Apply	18
11.2	Sharing of Repair, Replacement and Maintenance for Party Walls	18
12.	Party Roofs	18
12.1	General Rules of Law to Apply	18
12.2	Sharing of Repair, Replacement and Maintenance for Party Roofs	19
13.	Maintenance	19
13.1	Association Common Area	19
13.2	District	19
13.3	Drainage	19
13.4	Canvas Canopies	19
13.5	Lawn Maintenance of Lots	19
13.6	Irrigation and Sprinkler Systems	20
13.7	Spine Roads	20
13.8	District Roads	20
13.9	Surface Water Management System	20
13.10	Adjoining Areas	21
13.11	Negligence	21
13.12	Right of Entry	21
13.13	Maintenance of Property Owned by Others	22
14.	Multi-Purpose Taxing District	22
15.	Maintenance by Owners	22
15.1	Lawn Maintenance Standards	22

BK: 4455 PG: 1173

15.2	Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.....	22
16.	Use Restrictions.....	24
16.1	Alterations and Additions.....	24
16.2	Animals	24
16.3	Artificial Vegetation.....	24
16.4	Cars, Motorcycles, Trucks, and Boats.....	24
16.5	Casualty Destruction to Improvements	25
16.6	Commercial Activity.....	25
16.7	Completion and Sale of Homes.....	25
16.8	Control of Contractors.....	26
16.9	Cooking.....	26
16.10	Decorations	26
16.11	Disputes as to Use	26
16.12	Drainage System	26
16.13	Omitted Intentionally	26
16.14	Extended Vacation and Absences	26
16.15	Fences, Walls and Screens	26
16.16	Fuel Storage and Flammable Substances	27
16.17	Garages.....	27
16.18	Garbage Cans	27
16.19	General Use Restrictions	27
16.20	Hurricane Shutters.....	27
16.21	Irrigation.....	27
16.22	Laundry	28
16.23	Lawful Use.....	28
16.24	Leases.....	28
16.25	Minor's Use of Association Common Area or District Property	28
16.26	Nuisances	28
16.27	Oil and Mining Operations.....	28
16.28	Paint	29
16.29	Personal Property	29
16.30	Townhomes - Pools.....	29
16.31	Estate Home - Pools.....	29
16.32	Removal of Soil and Additional Landscaping.....	29
16.33	Roofs, Driveways and Pressure Treatment	29
16.34	Satellite Dishes and Antennas.....	29
16.35	Screened Enclosures.....	29
16.36	Signs and Flags	29
16.37	Sports Equipment.....	30
16.38	Storage	30
16.39	Subdivision and Regulation of Land	30
16.40	Swimming, Fishing, Boating, Docks and Wildlife.....	30
16.41	Use of Homes.....	30
16.42	Visibility on Corners	30
16.43	Water Intrusion.....	30
16.44	Wells	31
16.45	Wetlands and Mitigation Areas.....	31
16.46	Windows or Wall Units.....	31
16.47	Window Treatments	31
16.48	Workers.....	31
16.49	Banding	31
17.	Easement for Unintentional and Non-Negligent Encroachments	31

BK: 4455 PG: 1174

18.	Requirement to Maintain Insurance.....	31
18.1	Association.....	31
18.2	Homes.....	32
18.3	Fidelity Bonds.....	33
18.4	Association as Agent.....	33
18.5	Casualty to Association Common Area and District Property.....	33
18.6	Nature of Reconstruction.....	33
18.7	Additional Insured.....	34
18.8	Cost of Insurance.....	34
19.	Property Rights.....	34
19.1	Owners' Easement of Enjoyment.....	34
19.2	Ingress and Egress.....	35
19.3	Development Easement.....	35
19.4	Public Easements.....	35
19.5	Delegation of Use.....	36
19.6	Easement for Encroachments.....	36
19.7	Permits, Licenses and Easements.....	36
19.8	Blanket Easement in Favor of District.....	36
19.9	Support Easement and Maintenance Easement.....	36
19.10	Drainage.....	36
19.11	Club Easements.....	36
19.12	Easement in favor of Association.....	36
19.13	Duration.....	36
20.	District Rules and Regulations.....	37
21.	Assessments.....	37
21.1	Types of Assessments.....	37
21.2	Purpose of Assessments.....	37
21.3	Designation.....	38
21.4	Allocation of Operating Costs.....	38
21.5	General Assessments Allocation.....	39
21.6	Use Fees and Individual Assessment.....	39
21.7	Commencement of First Assessment.....	39
21.8	Deficit Funding, Shortfalls and Surpluses.....	39
21.9	Budget.....	40
21.10	Establishment of Assessments.....	40
21.11	Initial Contribution.....	40
21.12	Assessment Estoppel Certificates.....	40
21.13	Payment of Home Real Estate Taxes.....	41
21.14	Creation of the Lien and Personal Obligation.....	41
21.15	Subordination of the Lien to Mortgages.....	41
21.16	Survival of the Association's Lien.....	42
21.17	Acceleration.....	42
21.18	Non-Payment of Assessments.....	42
21.19	Exemption.....	42
21.20	Collection by Developer.....	43
21.21	Collection of Assessments.....	43
21.22	Omitted Intentionally.....	43
21.23	Omitted Intentionally.....	43
21.24	Rights to Pay Assessments and Receive Reimbursement.....	43
21.25	Mortgagee Right.....	43
22.	Information to Lenders and Owners.....	43

BK: 4455 PG: 1175

22.1	Availability.....	43
22.2	Copying.....	43
22.3	Notice.....	43
23.	Architectural Control.....	44
23.1	Architectural Control Committee.....	44
23.2	ACC Meetings.....	44
23.3	Compensation.....	44
23.4	Community Standards Amendment.....	44
23.5	Non-Liability.....	45
23.6	General Plan.....	45
23.7	Master Plan.....	45
23.8	Community Standards.....	45
23.9	Quorum.....	46
23.10	Power and Duties of the ACC.....	46
23.11	Contractor.....	46
23.12	Procedure Regarding ACC Approval.....	46
23.13	Subsequent Changes.....	47
23.14	Work in Progress Inspections.....	47
23.15	Notice to Comply.....	47
23.16	Non-Liability.....	47
23.17	ACC Review Schedule.....	47
23.18	ACC Application & Construction Fees.....	48
23.19	Waiver of Community Standards.....	48
23.20	Permits.....	48
23.21	Construction by Owners.....	48
23.22	Inspection.....	48
23.23	Violation.....	49
23.24	Court Costs.....	49
23.25	Certificate.....	49
23.26	Exemption.....	49
23.27	Government Approval.....	49
24.	Owners Liability.....	50
24.1	Loop System Irrigation.....	50
24.2	Violations.....	50
24.3	Non-Monetary Defaults.....	51
24.4	Expenses.....	51
24.5	No Waiver.....	51
24.6	Rights Cumulative.....	51
24.7	Enforcement By or Against Other Persons.....	51
24.8	Fines.....	51
24.9	Right of Association to Evict Tenants, Occupants, Guests and Invitees.....	52
25.	Additional Rights of Developer.....	52
25.1	Sales Office and Administrative Offices.....	52
25.2	Modification.....	53
25.3	Promotional Events.....	53
25.4	Use by Prospective Purchasers.....	53
25.5	Franchises.....	53
25.6	Management.....	53
25.7	Easements.....	53
25.8	Right to Enforce.....	54
25.9	Additional Development.....	54
25.10	Representations.....	54

BK: 4455 PG: 1176

25.11	Non-Liability.....	54
25.12	Resolution of Disputes.....	55
25.13	Venue.....	55
25.14	Reliance.....	55
25.15	Access Control System.....	56
25.16	Developer's Right to Control Access.....	56
26.	Telecommunications Services.....	56
26.1	Right to Contract for Telecommunications Services.....	56
26.2	Easements.....	56
26.3	Restoration.....	56
26.4	Operating Costs.....	57
27.	Refund of Taxes and Other Charges.....	57
28.	Assignment of Powers.....	57
29.	Selling, Leasing and Mortgaging of Homes.....	57
29.1	Leases Subject to Approval.....	57
29.2	Approval by Association.....	57
29.3	Unauthorized Transactions.....	58
29.4	Disapproval by Association.....	58
29.5	Approval of Owner Other Than an Individual.....	58
29.6	Exceptions.....	58
29.7	Notice of Lien or Suit.....	58
30.	General Provisions.....	59
30.1	Authority of Board.....	59
30.2	Interpretation.....	59
30.3	Severability.....	59
30.4	Affirmative Obligation of Association.....	59
30.5	Execution of Documents.....	59
30.6	Letter(s) of Credit.....	59
30.7	Notices.....	60
30.8	Florida Statutes.....	60
30.9	Construction Activities.....	60
30.10	Title Documents.....	60
30.11	Community Development District.....	60

BK: 4455 PG: 1177

**DECLARATION
FOR
BEACON LAKE**

THIS DECLARATION FOR BEACON LAKE (this "Declaration") is made by HEARTWOOD 23, LLC, a Florida limited liability company, its successors and assigns ("Developer"), and joined in by BEACON LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

R E C I T A L S

- A. Developer is the owner of that certain real property located in St. Johns County, Florida ("County"), more particularly described in Exhibit 1 attached hereto and made a part hereof ("Community").
- B. Developer desires to subject the Community to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising the Community, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Developer hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

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

"ACC" shall mean the Architectural Control Committee for the Community established pursuant to Section 23.1 hereof.

"Access Control System" shall mean any system intended to control vehicular access to and/or from the Community.

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

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 21 hereof.

"Association" shall mean Beacon Lake Community Association, Inc., its successors and assigns.

"Association Common Area(s)" shall mean any areas designated by the Developer as common areas to be owned or maintained by the Association, but not including any District Property. As of the date of the execution of this Declaration, all common areas are District Property and not Association Common Area.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

Beacon Lake
Declaration

24551509v28
41508.0001

BK: 4455 PG: 1178

"Association Costs" shall mean all costs and expenses of Association and Association Common Area, including, but not limited to, operating costs, administrative costs, taxes, insurance, utility charges, rent, management fees, professional fees, service costs, supplies, salaries, costs of the ACC.

"Board" shall mean, as applicable (i) the Board of Directors of Association, or (ii) the Board of Supervisors of the District.

"Bonds" shall have the meaning set forth in Section 10.2 hereof.

"Builder" shall mean any Owner who is designated in writing as a Builder by Developer. All Owners that are designated as Builders shall be entitled to the rights of Builders contained in this Declaration.

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

"Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dial tone, open video system or any combination thereof.

"Club" or "Amenity Center" shall mean the Beacon Lake Club which is to be owned, constructed and operated by the District.

"Club Expenses" shall have the meaning set forth in the District Rules and Regulations.

"Club Manager" shall mean the entity operating and managing the Club at any given time.

"Club Owner" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is the District.

"Community Completion Date" shall mean the date upon which all Homes in the Community, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 23.8 hereof.

"Contractors" shall have the meaning set forth in Section 23.11 hereof.

"County" shall have the meaning set forth in the Recitals hereof.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof, as same may be amended from time to time.

"Developer" shall have the meaning set forth in the recitals above and any of its/their designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Developer shall have the right to assign all or a portion of any rights granted to the Developer in this Declaration.

BK: 4455 PG: 1179

Developer shall also have the right to assign all or a portion of any obligations of the Developer in this Declaration. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment of some, but not all, Developer rights and/or obligations, the assignee shall not be deemed Developer, but may exercise those rights or shall be responsible for those obligations of Developer assigned to it. Additionally any partial assignee that does not assume all of the obligations of Developer shall not be deemed the Developer. Any such assignment may be made on a non-exclusive basis. All assignments of Developer rights and/or obligations (whether full and/or partial) must be in writing.

"District" shall have the meaning set forth in Section 10.1 hereof.

"District Administrative and Maintenance Special Assessments" shall have the meaning set forth in Section 10.2 hereof.

"District Assessments" shall have the meaning set forth in Section 10.3 hereof.

"District Debt Service Assessments" shall have the meaning set forth in Section 10.2 hereof.

"District Property" shall mean all real property specifically identified on **Exhibit 4** hereto, as well as interests and personally within the Community designated as District Property from time to time by Plat or recorded amendment to this Declaration and provided for, owned or maintained by the District for the common use and enjoyment of the public, including the Owners within the Community. The District Property may include, without limitation, the Club, open space areas. The District Property does not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DISTRICT PROPERTY SHALL NOT INCLUDE ANY ASSOCIATION COMMON AREA TO BE OWNED OR MAINTAINED BY THE ASSOCIATION.

"District Rules and Regulations" shall have the meaning set forth in Section 20 hereof. This Declaration is subordinate in all respects to the District Rules and Regulations with respect to the District Property.

"District Special Assessment Bonds" shall have the meaning set forth in Section 10.2 hereof.

"Estate Home" shall mean each single family Home within the Community.

"Front Yard" shall mean the yard of every Home between the front of the Home and the road providing access to such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, Association's determination shall be final.

"Home" shall mean a residential home and appurtenances thereto constructed on a Lot or Parcel within the Community. A Home shall include, without limitation, a coach home, villa, Townhome, Estate Home, and zero lot line home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; 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 Owner to pay Assessments with respect to the Lot upon which the Home is constructed. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 21.2 hereof.

"Initial Contribution to Builder" shall have the meaning set forth in Section 21.11 herein.

"Initial Contribution to Developer" shall have the meaning set forth in Section 21.11 herein.

"Installment Assessments" shall have the meaning set forth in Section 21.2 hereof.

BK: 4455 PG: 1180

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community.

"Lot" shall mean any platted residential lot shown on a Plat. Once a Home has been constructed on a Lot, the term "Lot" shall be deemed to include all improvements thereon including, without limitation, a Home.

"Marketing Activity" or **"Marketing License"** shall have the meaning set forth in Section 10.6 of this Declaration.

"Master Plan" shall mean collectively any full or partial concept plan for the development of the Community, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of the Community or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Neighborhood" shall mean any subdivision of the Community which is subject to the jurisdiction of a Neighborhood Association, as may be created by a Builder with respect to its property. Each Lot and/or Home shall be part of a Neighborhood, if any.

"Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood including, without limitation, any condominium declaration, if any. No Neighborhood Declaration shall be effective unless and until approved by Developer and the Builder that owns the property being subjected to such Neighborhood Declaration, which approval shall be evidenced by Developer's and Builder's execution of, or joinder in, such Neighborhood Declaration.

"Neighborhood Developer" shall mean any developer, as defined in a Neighborhood Declaration.

"Owner" or **"Homeowner"** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include the Developer or Builders (once so designated in writing by Developer) until the Turnover Date, or a Lender.

"Parcel" shall mean any portion of the Community upon which one or more Homes may be constructed.

"Party Roof" shall mean any roof built as part of the construction of two or more Homes, which Homes are connected by one or more Party Walls.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean the permit issued by SJRWMD, a copy of which is attached hereto as **Exhibit 5**.

"Plats" shall mean the plats respecting the Community to be filed in the Public Records, as the same may be amended from time to time.

"Proposed Use" or **"Intended Use"** shall mean that the Lots shall only be used for developing thereon one (1) Home on each Lot. Each Home constructed on a Lot shall be comprised of the following air-conditioned building size:

- a. For each Lot which is approximately 53 feet in width ("**53 Foot Lot**") on the property described on **Schedule 1-A**, a Home having a minimum of 1,800 square feet and a Home having a maximum

BK: 4455 PG: 1181

- of 2,908 square feet (however, 30% of the 53 Foot Lots can be built with a minimum of 1,750 square feet);
- b. For each Lot which is approximately 73 feet in width ("73 Foot Lot") on the property described on Schedule 1-A, a Home having a minimum of 2,600sf and a Home having a maximum of 5,000sf;
 - c. For each Lot which is approximately 43 feet in width ("43 Foot Lot") on the property described on Schedule 1-B, a Home having a minimum of 1,395 square feet and a Home having a maximum of 2,500 square feet, provided that 15% of the 43 Foot Lots can be built with a maximum of 2,650 square feet; and
 - d. For each Lot which is approximately 63 feet in width ("63 Foot Lot") on the property described on Schedule 1-B, a Home having a minimum of 2,200 square feet and a Home having a maximum of 3,300 square feet (however up to 10% of the Homes on the 63 Foot Lots have a maximum of 3,750 square feet).

"Public Infrastructure" shall have the meaning set forth in Section 10.2 hereof.

"Public Records" shall mean the Public Records of St. Johns County, Florida.

"Reserves" shall have the meaning set forth in Section 21.2 hereof.

"Rules and Regulations" shall mean collectively the Rules and Regulations governing the Community as adopted by the Board from time to time, but not including the District Rules and Regulations.

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

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 21.2.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with District, Association and/or Owners directly to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide District, Association or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing (which may be provided by Telecommunications Providers pursuant to agreements with the Association), 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.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Community. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support

BK: 4455 PG: 1182

provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"Title Documents" shall have the meaning set forth in Section 30.10 hereof.

"Toll Calls" shall have the meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Townhome" shall mean each Home within the Community that is part of a Townhome Building.

"Townhome Building" shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls and in which the Homes have private garages.

"Turnover Date" shall mean the date on which transition of control of Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to turn over Association prior to the date currently required by law.

"Use Fees" shall have the meaning set forth in Section 21.2.3 hereof.

"Wetland Conservation Areas" shall have the meaning set forth in Section 13.9.3 herein. The Wetland Conservation Areas will be owned and maintained by the District.

3. Plan of Development.

3.1 **General.** The planning process for the Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's and/or Builder's buyers. Subject to the Title Documents, Developer and/or any Builders may wish and have the right to develop the Community and adjacent property owned by Developer or Builders into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such items will remain or form part of the Community as finally developed.

3.2 **Association's Obligation to Cooperate.** Association shall at all times cooperate with every entity comprising Developer and/or any Builder. Without limiting the foregoing, Association shall provide Developer (and Builders, if applicable) with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Parcels and/or Lots to Builders, (ii) the development and conveyance of the Association Common Area, and (iii) master land development requirements. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

4. Amendment.

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer, District or Club Owner unless such amendment receives the prior written consent of Developer, District or Club Owner, as applicable, which consent may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with

BK: 4455 PG: 1183

Section 13.9 hereof which benefits the SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity; provided, however, that all amendments shall require the prior written consent of any Builders who have received a partial assignment of any Developer rights and the written approval of the District with respect to District property and the Club Owner as to the Club. In addition to the foregoing, to the extent required in connection with a Builder's construction activities within the Community, Developer shall cooperate in amending the Declaration pursuant to such Builder's request. Further, to the extent that an amendment to this Declaration is desired by a Builder, such Builder may present the proposed amendment to the Developer for approval, execution and recording, and the Developer shall not unreasonably withhold or delay its approval, execution and recording of the same. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Community; additions or deletions from the properties comprising the Association Common Area; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes and appurtenances as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment and the written approval of the District with respect to District property and the Club Owner as to the Club. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend Association Documents unilaterally to correct scrivener's errors.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of the Community by Developer, so long as the Developer has received the prior written consent of any Builders that have received an assignment of some or all of the Developer's rights, which consent shall not be unreasonably withheld or delayed. Such additional lands to be annexed may or may not be adjacent to the Community. Except for applicable governmental approvals (if any) and Builder consents (as referenced above), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of the Community, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Community. Such amendment may contain additions to, modifications of or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to the Community. Further, to the extent that a Builder that has received an assignment of some or all of the Developer's rights desires to annex lands into the Community, such Builder may

BK: 4455 PG: 1184

present the proposed annexation amendment to the Developer for approval, execution and recording, and the Developer shall not unreasonably withhold or delay its approval, execution and recording of the same.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of the Community (or any additions thereto) may be withdrawn by Developer and the owner of any such portion of the Community from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records, so long as Developer receives the prior written consent of all owners of such portion of the Community, which consent shall not be unreasonably withheld or delayed. The right of Developer to withdraw portions of the Community shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Community shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of the Community). Association shall have no right to withdraw land from the Community. Further, to the extent that a Builder that has received an assignment of some or all of the Developer's rights desires to withdraw lands from the Community, such Builder may present the proposed withdrawal amendment to the Developer for approval, execution and recording, and the Developer shall not unreasonably withhold or delay its approval, execution and recording of the same.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, 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 Association Common Area in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, certain portions of the Association Common Area may be conveyed to the District, an appropriate agency of local government, or a non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, the Community and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration and for obligations to the District, including, but not limited to, District Assessments. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Association Common Area. Without limiting the foregoing, the obligation of each Owner to pay the District Assessments shall survive the dissolution of Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of the Community which had been Association Common Area and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration, the District Rules and Regulations and all District Assessments and irrevocably waives any right to deny, and any claim, that this Declaration, the District Rules and Regulations and all District Assessments and all covenants, conditions and restrictions contained in this Declaration, the District Rules and Regulations and all District Assessments are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on the Community by this Declaration, the District Rules and Regulations and all District Assessments. It is further expressly intended that no re-filing or notice of preservation is necessary

BK: 4455 PG: 1185

to continue the applicability of this Declaration, the District Rules and Regulations and all District Assessments and the applicability of all covenants, conditions, and restrictions contained in this Declaration, the District Rules and Regulations and all District Assessments. This provision is not subject to amendment, except with the written consent by Developer and as to matters set forth in this Declaration pertaining to the District Property, the District Rules and Regulations, all District Assessments or rights or obligations of the District, without the District's written consent.

7.2 Transfer. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use of and enjoyment of the Association Common Area as it pertains to that Lot and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The Owner of each Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require.

7.3 Membership. Upon acceptance of title to a Lot, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of the Association. In addition to the foregoing, upon acceptance of title to a Lot, each Builder shall be a member of the Association with respect to each Lot. Membership rights are governed by the provisions of this Declaration, the deed to a Lot, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Lot. Developer rights with respect to the Association are set forth in this Declaration, the Articles and the By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, immediately upon taking title, designate one or more persons who are to be the occupants of the Home or Lot and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, Builders or Club Owner, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control as to the property subjected to such Neighborhood Declaration.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Community for various public purposes or for the provision of Telecommunications Systems, or to make any portions of the Community part of the Association Common Area, District Property or to create and implement a special taxing district which may include all or any portion of the Community. In addition, the Association Common Area of the Community may include decorative improvements, berms and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain

BK: 4455 PG: 1186

weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE ASSOCIATION COMMON AREA AND/OR DISTRICT PROPERTY. DEVELOPER AND THE DISTRICT SPECIFICALLY RESERVE THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL ASSOCIATION COMMON AREA AND/OR DISTRICT PROPERTY AT ANY TIME WITHOUT NOTICE AT THEIR RESPECTIVE DISCRETION.

9. Operation of Association Common Area and/or District Property.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of Association Common Area to Association or District Property to the District, Developer shall own, operate, and administer Association Common Area and/or District Property (if applicable) without interference from any Owner or Lender of a Parcel, Lot or any portion of the Community or Home or any other person or entity whatsoever. Owners shall have no right in or to any Association Common Area referred to in this Declaration unless and until same are actually conveyed to, leased by, dedicated to, and/or maintained by Association. Moreover, the Owners and any non-resident fee payers, as may be defined in the District Rules and Regulations, shall not have any right to use District Property unless and until same are actually conveyed to, dedicated to and/or maintained by the District. The current conceptual plans and/or representations, if any, regarding the composition of the Association Common Area and/or District Property are not a guarantee of the final composition of the Association Common Area and/or District Property. No party should rely upon any statement contained herein as a representation or warranty as to the extent of (i) the District Property to be owned, leased by, operated or dedicated to the District, or (ii) Association Common Area to be owned, leased or dedicated to the Association as long as Developer controls Association. Developer further specifically retains the right to add to, delete from, or modify any of the Association Common Area referred to herein in its sole discretion and without notice.

9.2 Construction of Association Common Area. It is anticipated, but not guaranteed, that Developer, Builders and/or Builders will construct, at their sole cost and expense, the Association Common Area and/or the District will construct the District Property using the District Special Assessment Bonds or other revenues as financing, certain facilities and improvements, together with equipment and personalty contained therein, and such other improvements and personalty. Prior to the Community Completion Date, Developer reserves the absolute right to construct, (or permit the Association and/or the District to construct, additional Association Common Area, District Property or other facilities and improvements within the Community), from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Association Common Area or District Property until the District Property is conveyed to the District. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, Association Common Area or District Property as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Association Common Area or District Property, or changes or modifications to any of them.

9.3 Use of Association Common Area by Developer and Builders. Until the Community Completion Date, Developer shall have the right to use any portion of the Association Common Area and the Marketing Rights with respect to the District Property, without charge, for any purpose deemed appropriate by Developer. Additionally, the Developer and Builders shall be entitled to use any portions of the Association Common Area and District Property necessary to access and develop its Lots.

9.4 Conveyance.

Form of Deed. Each deed of the Association Common Area and/or District Property shall be subject to the following provisions:

BK: 4455 PG: 1187

9.4.1.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.1.2 matters reflected in the Plat;

9.4.1.3 perpetual non-exclusive easements in favor of the Builders and Developer, their successors, and assigns in, to, upon and over all of the Association Common Area and District Property for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of the Builders and Developer, and their employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.1.4 all restrictions, easements, covenants and other matters of record;

9.4.1.5 taxes and assessments for the year in which the conveyance occurs and subsequent years, not yet due and payable, except with respect to District Property in which case taxes and assessments are addressed by separate agreement between Developer and District;

9.4.1.6 in the event that Association believes that Developer or a Builder shall have failed in any respect to meet Developer's or Builder's obligations under this Declaration or has failed to comply with any of Developer's or Builder's obligations under law or the Association Common Area conveyed herein are defective in any respect, Association shall give written notice to Developer or Builder, as applicable, detailing the alleged failure or defect. Once Association has given written notice to Developer or Builder pursuant to this Section, Association shall be obligated to permit Developer or Builder, as applicable, and its respective agents to perform inspections of the Association Common Area and to perform all tests and make all repairs/replacements deemed necessary by Developer or Builder to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer and Builders to repair or address, in Developer's or Builder's, as applicable, sole option and expense, any aspect of the Association Common Area deemed defective by Developer or Builder during its inspections of the Association Common Area.

9.4.1.7 Any conveyance or dedication by Developer of the District Property shall be subject to the Developer reserving the Marketing License and any such conveyance or dedication shall be subject to the Marketing License.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of any Association Common Area to Association or District Property to the District, the portion of the Association Common Area or District Property so dedicated shall be owned, operated and administered by Association or the District, respectively, for the use and benefit of: (i) in the case of Association Property, the owners of all property interests in the Community including, but not limited to, Association, Developer, Club Owner, Owners and any Lenders, and (ii) in the case of District Property, all patrons of the District as defined by the District Rules and Regulations. Subject to Association's and the District's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Association Common Area to a third party without (A) if such Association Common Area is owned by the Association, then (i) if prior to and including the Turnover Date, obtaining the approval of (a) a majority of the Board; and (b) the consent of Developer and, or (ii) from and after the Turnover Date, approval of (x) sixty-six and two-thirds percent (66⅔%) of the Board; and (y) seventy-five percent (75%) of all of the votes in Association.

9.6 Association Common Area. Any Association Common Area may be owned by the Association, which may contain certain paved areas, entry features and/or landscaping. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or repair of the Association Common Area owned by the Association.

BK: 4455 PG: 1188

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Association Common Area and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association, as applicable. The District Property shall at all times be under the complete supervision, operation, control and management of the District. Notwithstanding the foregoing Association (as to the Association Common Area) or the District (as to the District Property) may delegate all or a portion of their obligations hereunder to a licensed manager or professional management company. Association or District (as applicable) specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners, and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage any Association Common Area. Further, in the event that an Association Common Area or District Property is created by easement, dedication, deed or other conveyance, Association's or the District's rights (as applicable) with respect to such Association Common Area or District Property may be limited by the terms of the document creating such easement, dedication or other conveyance.

9.8 Use.

9.8.1 General Public Use. The Association Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Association Common Area. Developer and Association have the right, at any and all times, and from time to time, to further additionally provide and make the Association Common Area available to other individuals, persons, firms, or corporations, as it deems appropriate. The District Property shall be used and enjoyed by the Owners on a non-exclusive basis in common with members of the public, subject to terms of this Declaration, District Rules and Regulations and the right of the District to collect District Assessments from Owners and charge fees to members of the public to utilize Club and other District Property. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. All persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Roads comprising the District Property for pedestrian and vehicular ingress and egress to the Club for all purposes and the use of the Club shall be subject to such rules and regulations regarding the Club as the District may adopt from time to time.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers and/or Association and/or others may obtain the use, possession of or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Builders that have been assigned some or all of the Developer's rights may enter into easement agreements respecting Lots, Parcels and Homes owned by such Builder(s), but may not, without the prior written consent of Developer, enter into easement agreements respecting other portions of the Community. The Association (as to any Association's Common Areas) may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board and the consent of the Club Owner, which consent shall not be unreasonably withheld or delayed.

9.8.3 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES, IF ANY, MAY VARY, THERE IS NO GUARANTEE BY DEVELOPER, BUILDERS, THE DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, the District, and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within the Community, if any. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC, provided however that any such fence located within a District easement shall require the prior written approval of the District and the Owner shall be required to maintain

BK: 4455 PG: 1189

the portion of the lake slope between such fence, gate or wall and the Home on such Lot. All or a portion of the waterbodies within the Community, if any, may be or become part of the District Property owned by the District.

9.8.4 Obstruction of Association Common Area and District Property. No portion of the Association Common Area or District Property may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association or the District, respectively.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Community accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of the Community (e.g., the Association Common Area or District Property) including, without limitation, (a) actions or inactions taken, or nuisances caused, by neighboring Owners (b) noise from maintenance equipment, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community and (f) design of any portion of the Community. Each such person entering onto any portion of the Community also expressly indemnifies and agrees to hold harmless Developer, each Builder, the District, District Manager, Club Owner, Club Manager, Association, and their employees, directors, representatives, officers, agents, affiliates, managers, consultants, contractors, engineers, attorneys and partners (collectively, "Indemnified Parties") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Association Common Area or District Property, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Association Common Area or District Property, including without limitation, all waterbodies (if any) or pools do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE ASSOCIATION COMMON AREA AND/OR DISTRICT PROPERTY MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DEVELOPER, THE DISTRICT, BUILDERS, CLUB OWNER, CLUB MANAGER, THE NEIGHBORHOOD ASSOCIATIONS, AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("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 the Association Common Area and/or District Property, including, without limitation, use of waterbodies within the Community, if any, by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Builders, the District, Club Owner, Club Manager, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, a Builder, the District, Club Owner, Club Manager, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner 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, pre-trial and at all levels of proceedings, including appeals.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Association Common Area and the Community as to the Association Common Area. The District shall have the right to adopt District Rules and Regulations governing the use of the District Property (including the Club). The Rules and Regulations and/or District Rules and Regulations need not be recorded in the Public Records. The Association Common Area shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer and shall not be applied in a manner which would prohibit or restrict the development or operation of the District Property or other areas owned by the District or

BK: 4455 PG: 1190

adversely affect the interests of Developer. In addition to the foregoing, Developer shall have the right, but not the obligation, to exempt Builders from the Rules and Regulations pursuant to a written assignment (or partial assignment) of Developer rights which specifically exempts such Builder from such Rules and Regulations. Without limiting the foregoing, Developer and/or its assigns, shall have the right to: (i) develop and construct improvements on the District Property (with the written consent of the District), Homes, Association Common Area, and related improvements within the Community and other uses permitted by applicable zoning (as approved in writing by the Association in its sole discretion), and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of the Community), general offices and construction operations within the Community; (iii) place, erect or construct portable, temporary or accessory buildings or structure 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 District Property, Association Common Area or portions of the Community owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion the Community including, without limitation, Homes; (vi) excavate fill from any waterways within and/or contiguous to the Community by dredge or dragline, store fill within the Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising the Community.

9.10 Public Facilities. The Community will include facilities which are a part of the District Property, such as the Club owned or controlled by the District and roads and other areas dedicated to the District or other governmental authority.

9.11 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Association Common Area or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Association Common Area; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Association Common Area or the development to the District, a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and the Community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing; provided, however, that any such dedication or transfer shall not result in expense to the general taxpayers of the County (other than Owners and user fees to members of the public utilizing such Association Common Area on terms established by the District from time to time) or the assumption by the County of any responsibility for maintenance of any portion of the Association Common Area. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same. Developer may, but shall not be required, to apply for a street lighting special taxing district, which would operate upon creation.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to the District and the County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within the Community (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association

BK: 4455 PG: 1191

(as to Association Common Area) or District (as to District Property). Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction of Homes, Association Common Area and District Property, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 9.13, then the District (if the District owns the Non-Conforming Pavers) or Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment (if incurred by the Association) and/or District Assessment (if incurred by the District), unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, Builder(s), Club Owner, the District, and their officers, directors, shareholders, representatives, agents, partners, attorneys, engineers, managers, affiliates, 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 Association Common Area, District Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' and paraprofessional fees at all levels of proceedings including appeals), 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 Costs to the extent such matters are not covered by insurance maintained by Association.

9.15 Site Plans and Plats. The Community is subject to the Plat. The Plat may identify some of the Association Common Area and/or District Property within the Community. The description of the Association Common Area on the Plat is subject to change (contingent upon receipt of the appropriate plat approval(s)) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Association Common Area and/or District Property. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Association Common Area and/or District Property, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Association Common Area and/or District Property.

9.16 Contracts for Services. The Association shall have the right (but not the obligation) to franchise, establish or enter into a contract for providing utility, cable, gas, internet, telephone and other telecommunication services (or any portion of such services) to all or any part of the Community upon terms and conditions as Developer (or the Association) may deem appropriate, provided that such service is competitive with that otherwise available in the marketplace generally, recognizing that such service may not be the lowest rate charged, but will be competitive with the pricing for similar services in the County. Each Owner agrees to comply with the terms of any agreement between Developer or the Association and any provider of service and Developer hereby reserves any easements in connection with such systems or services requested by the provider of any of such service as may be reasonably necessary to install, construct or maintain any of the respective systems. Additionally, each Owner shall fully cooperate with the provider of such services with respect to the installation of any wiring, equipment or other apparatus or device required by said provider to be placed on the Lot. The parties recognize that the Developer or the Association cannot control the installation of such cable, internet, telephone, telecommunications services and other utility services to the Lot. Each Home constructed on the Lot shall be equipped for and connected to gas service for the oven, hot water heater and dryer therein, and if not, then the Owner of such Lot shall be liable for any liquidated damages payable to the gas utility company (including TECO) as a result thereof. Community Development District.

10.1 Generally. The Community is located within the Meadow View at Twin Creeks Community Development District (the "District"). Portions of the infrastructure and property serving the Community will be

BK: 4455 PG: 1192

owned and maintained by the District, including, but not limited to, the Club and related amenities, lakes, roads, drainage system, Surface Water Management System, landscaping and/or utilities. IT IS ANTICIPATED THAT MOST, IF NOT ALL, OF THE PUBLIC INFRASTRUCTURE SERVING THE COMMUNITY, INCLUDING THE CLUB, WILL BE OWNED BY THE DISTRICT OR CONVEYED TO ANOTHER GOVERNMENTAL ENTITY. HOWEVER, AT THIS TIME, IT IS NOT KNOWN WHAT PORTIONS OF THE COMMUNITY WILL BE DESIGNATED ASSOCIATION COMMON AREA OWNED AND OPERATED BY THE ASSOCIATION OR WHICH IS DISTRICT PROPERTY TO BE OWNED AND/OR OPERATED BY THE DISTRICT. FINAL DETERMINATION OF OWNERSHIP MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT. Subject to applicable law, the District and Association reserve the right to transfer any public infrastructure and improvements owned by one of them to the other, and to contract with one another for the maintenance of such public infrastructure and improvements. THIS DECLARATION IS NOT INTENDED TO AFFECT OR LIMIT IN ANY WAY THE DISTRICT'S AUTHORITY UNDER CHAPTER 190 OF THE FLORIDA STATUTES TO OWN AND MAINTAIN DISTRICT OWNED PROPERTY, OR AMEND IN ANY WAY ANY AGREEMENTS BETWEEN THE DISTRICT AND THE DEVELOPER. ACCORDINGLY, REGARDLESS OF ANY PROVISIONS OF THIS DECLARATION, ANY RIGHTS GRANTED HEREUNDER TO DEVELOPER AND/OR BUILDERS ARE SUBJECT TO ANY AGREEMENTS BETWEEN THE DISTRICT AND DEVELOPER, AND DEVELOPER AND ANY BUILDERS SHALL NOT EXERCISE ANY SUCH RIGHTS IN A MANNER INCONSISTENT WITH SUCH AGREEMENTS, IN A MANNER INCONSISTENT WITH THE DISTRICT'S OBLIGATIONS TO THE DISTRICT'S BONDHOLDERS, IN A MANNER THAT WOULD ADVERSELY AFFECT THE TAX EXEMPT STATUS OF THE DISTRICT'S BONDS, OR IN A MANNER INCONSISTENT WITH APPLICABLE LAW. FOR FURTHER INFORMATION ABOUT THE DISTRICT, PLEASE REFER TO, AMONG OTHER DOCUMENTS, THE "NOTICE OF ESTABLISHMENT OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT" RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY AT BK 4166 PG 559 ET SEQ. AND THE "DISCLOSURE OF PUBLIC FINANCING" RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY AS INSTRUMENT NO. 2016073453, BK 4283, PG 1713 ET SEQ.

10.2 Creation of the District. The District may issue special assessment or other bonds (the "**Bonds**") to finance a portion of the cost of the public infrastructure serving the Community. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of the Community under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: the Club and related amenities, water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the Community and other infrastructure projects and services necessitated by the development of, and serving lands, within the Community ("**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Public Infrastructure may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**District Debt Service Assessments**") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("**District Special Assessment Bonds**") may be repaid through user fees, assessments, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure, the District may also impose an annual non ad valorem special assessment to fund the operations of the District, and the maintenance and repair of its Public Infrastructure and its services ("**District Administrative and Maintenance Special Assessments**"). Please refer to Chapter 190 of the Florida Statutes for a complete list of the District's powers and authority.

10.3 District Assessments. The District Debt Service Assessments and District Administrative and Maintenance Special Assessments (collectively, the ("**District Assessments**") are first priority special assessment liens co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the District, or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Generally speaking, because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Administrative and Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of

BK: 4455 PG: 1193

tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed.

10.4 District Property. Portions of the Community's public infrastructure and property may be conveyed by Developer or Builders to the District to the extent accepted by the District. The District shall govern the use and maintenance of all property owned by the District, and such property shall not be considered "Association Common Area" for purposes of this Declaration. ANY CONVEYANCE OF DISTRICT PROPERTY TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer or Builders (to the extent such property is owned by such Builders) may decide, in their sole discretion, to convey additional portions of the property to either the District or Association, thereby making such Association Common Area if accepted by the Association an Association Common Area and, upon acceptance by the District, a part of the District Property. The District or Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for its respective property. The establishment of the District will obligate each Owner to become responsible for the payment of District Assessments and other amounts authorized by law.

10.5 Disclosure of Public Financing. The District shall, upon written request, make available to all Owners and existing residents, and to all prospective residents, of the District disclosure of information relating to the public financing and maintenance of improvements undertaken by the District. The District shall furnish each Developer or Builder of a residential development within the District with sufficient copies of that information to provide each prospective initial purchaser of property in that development with a copy, and any Developer of a residential development within the District, when required by law to provide a public offering statement, is required to include a copy of such information relating to the public financing and maintenance of improvements in the public offering statement. The District has filed the disclosure documents by Instrument No. 2016073453, recorded in Official Records Book 4283, Page 1713 et seq. of the Public Records of the County.

10.6 Marketing Activity.

10.6.1 Marketing License. The District hereby grants to the Developer (or its designee(s)) the non-exclusive right ("Marketing License") to install signage, displays and other marketing materials, including, but not limited to, flags and inflatable devices to access the District Property to perform marketing and sales activities, and to periodically conduct marketing events with reasonable prior notice, on District Property (together, "Marketing Activities"). Such District Property shall primarily be used for District purposes, and the Marketing Activities shall be incidental to, and shall not interfere with, that primary public purpose. In conducting the Marketing Activities, the Developer (and its designee(s)) assumes all risk of damage or loss from such Marketing Activities, and shall comply with all applicable laws and ordinances and the orders, rules, regulations and requirements of all governments and entities having jurisdiction, including the District's rules and policies, as may be established and/or amended from time to time. When the Developer and/or its respective assigns no longer own any property in the Community, or such earlier date as the Developer's may designate in writing (at is exclusive) ("Marketing Term"), the Developer and/or its respective assigns shall remove all signage and marketing displays, and otherwise restore the District's Property to materially the same condition as existed prior to the Developer's use of the District's Property for the Marketing Activities.

10.6.2 No Public Forum. The District's grant of the Marketing License to Developer does not provide or create a general public forum for expression. Rather, the District's fundamental purpose behind granting the Marketing License is to promote the health, safety and welfare of the District, its residents, and the Community, in particular through facilitating the development of the Community. The District reserves the right to limit any Marketing Activities in the event that, after consultation with the District's bond counsel, the District reasonably determines that the Marketing Activities may have an adverse effect on the exclusion of interest on the District's tax-exempt bonds. Further, the District and the Developer reserve the right to cancel or otherwise amend the rights granted hereunder with respect to the Marketing License without the agreement of the Association.

10.6.3 Use. During the Marketing Term, the District shall not permit Marketing Activities to Builders or other third parties in connection with the sale or leasing of real property without the prior written consent of the Developer.

BK: 4455 PG: 1194

10.6.4 AS IS. The District Property to be used by Developer (or its designee(s)) for the purposes stated herein is delivered to and accepted by Developer in its "AS IS" condition and without any warranty or representation, express or implied, as to condition or suitability for Developer's purposes, whatsoever.

11. Party Walls.

11.1 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 Community which are built by Developer or a Builder as part of the original construction of the Townhome Buildings and Villa Buildings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer or Builder, including without limitation, any Party Wall, shall protrude over an adjoining Townhome or Villa, 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 and shall not be subject to amendment of this Declaration.

11.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.2.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Townhomes or Villas sharing such 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.

11.2.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance or replacement of a Party Wall (whether or not through his own fault or the failure of his 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 such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

11.2.3 Alterations. The Owner of a Townhome or other buildings sharing a Party Wall with an adjoining Townhome or other buildings 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.

11.2.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his 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.

11.2.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes and/or other buildings sharing the Party Wall.

12. Party Roofs.

12.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within the Community, which are built by Developer or a Builder as part of the original construction of the Villas and Townhomes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer or Builder, including, without limitation, any Party Roof, shall protrude over an adjoining Villa or Townhome, it shall be deemed that such Owners have granted perpetual

BK: 4455 PG: 1195

easements to the adjoining Owner or Owners for continuing maintenance and use of the protrusion or Party Roof. The foregoing shall also apply to any replacements of any Party Roof. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

12.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

12.2.1 Generally. The Association shall repair, maintain and/or replace the Party Roofs of Townhome Buildings and Villa Buildings within the Community, at such time as the board of directors of the Association deems any such repairs, maintenance and/or replacement necessary or desirable in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to each Owner whose Party Roof is maintained, repaired and/or replaced in accordance with this Section. The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Townhomes and/or other buildings 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.

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

12.2.3 Alterations. Subject to applicable building codes, the Owner of a Townhome and/or other buildings sharing a Party Roof with an adjoining Townhome and/or other buildings, as applicable, shall not make any alterations, additions or structural changes in the Party Roof without the prior written consent of the ACC.

12.2.4 Easements. Each Owner and Association shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes and/or other buildings sharing the Party Roof.

13. Maintenance.

13.1 Association Common Area. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Association Common Area dedicated and all improvements placed thereon.

13.2 District Property. The District may contract with Association for maintenance, repair and replacement of all or any portion of the District Property in the District's sole and absolute discretion.

13.3 Drainage. The District shall maintain the drainage facilities within the District Property. To the extent it is not the responsibility of the District, Association shall at all times maintain the drainage systems and drainage facilities within the Association Common Area.

13.4 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies, if any, located within the Association Common Area (if any) in the event of extreme wind conditions, as determined by the Association in its sole discretion. The expense of such removal shall be part of the Operating Costs of Association. Additionally, in the event winds are forecasted to exceed fifty (50) miles per hour, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

13.5 Lawn Maintenance of Lots. Association shall have no responsibility for maintenance of yards within a Lot. All lawn maintenance of Lot shall be the responsibility of each Owner unless a Neighborhood Declaration provides otherwise with respect to a Neighborhood or type of Home. The District shall be responsible

BK: 4455 PG: 1196

for the maintenance of the sprinkler system serving the District's property, if any, located within the Community. To the extent an Owner fails to maintain his or her yard in compliance with the obligations imposed hereby, the Association may, but shall not be obligated to, enter upon the Lot and perform any maintenance needed, in the Association's discretion. The costs and expenses of such maintenance plus \$25.00 (or such other amount determined by the Association in its sole discretion) shall be charged to such Owner as an Individual Assessment.

13.6 Irrigation and Sprinkler Systems. Association, or a Neighborhood Association if such Neighborhood Association agrees in writing, shall be responsible to maintain the irrigation and sprinkler systems within the Association Common Area, if any. Association may use lakes within the Community for irrigation purposes, provided however that, in the event the District owns such lakes, such use does not interfere with the District's ability to own and operate the lakes consistent with applicable permits and approvals. Each Owner shall be responsible for the maintenance and repair of any sprinkler and/or sprinkler system located within the respective Lot(s) of such Owner.

13.7 Spine Roads. It is possible that either the District or Association may maintain the medians and swales of any public roads owned by the County or other governmental authority (other than the District) pursuant to agreement with the appropriate governmental entities. The costs of such maintenance shall be Operating Costs of the Association (if maintained by the Association) or part of District Assessments (if maintained by the District).

13.8 District Roads. All roads within the Community (other than the Spine Roads referred to in Section 13.7) shall be public roads owned by the District as District Property and shall be maintained by the District.

13.9 Surface Water Management System.

13.9.1 Duty to Maintain. The Surface Water Management System within the Community will be owned, maintained and operated by the District as permitted by the SJRWMD. The costs of the operation and maintenance of the Surface Water Management System shall be part of the operating costs of the District. Notwithstanding the foregoing, the SJRWMD may have the right to take enforcement action, including a civil action for an injunction and penalties against the District to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the District.

13.9.2 Amendments to Association Documents. Any proposed amendment to Association Documents which will affect the Surface Water Management System must have the prior written approval of the SJRWMD (and the District in the event that the Surface Water Management System is owned by the District). The District shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SJRWMD permit actions shall be maintained by the District's registered agent for the District's benefit.

13.9.3 Wetland Conservation Areas. Parcels or Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the District to the extent such lands are owned by the District, as well as the SJRWMD Service Office, Surface Water Regulation Manager.

13.9.4 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the Plats associated with the Community. Activities prohibited within the conservation areas include, but are not limited to, the following:

13.9.4.1 Construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

BK: 4455 PG: 1197

13.9.4.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

13.9.4.3 Removal or destruction of trees, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer;

13.9.4.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

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

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

13.9.4.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

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

13.9.4.9 No Builder or Owner within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded Plat(s) of the Community, unless prior approval is received from the SJRWMD Environmental Resource Regulation Department; and

13.9.4.10 Each Builder and Owner within the Community at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file the SJRWMD.

13.9.5 Waterbodies and Wetlands. The bodies of water and wetlands within the Community are for the purpose of water management and are not designed as aesthetic features. The bodies of water and wetlands may therefore be extremely shallow during several months of the year as a result of, among other reasons, permitting requirements. Neither Developer, District nor the Association has any control over such elevations. No portion of the bodies of water or wetlands may be altered, modified, expanded or filled without written approval of District.

13.10 Adjoining Areas. Except as otherwise provided herein, the District shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within District Property. Under no circumstances shall Association or the District be responsible for maintaining any areas within fences or walls that form a part of a Home.

13.11 Negligence. The expense of any maintenance, repair or construction of any portion of the Association Common Area or District Property necessitated by the negligent or willful acts of an Owner or persons utilizing the Association Common Area or District Property, through or under an Owner shall be borne solely by such Owner and the Home and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. 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 Association Common Area without the prior written approval of Association.

13.12 Right of Entry. Developer, Builders, the District, Club Owner and Association are granted a perpetual and irrevocable easement over, under and across 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 it is entitled to perform. Without limiting the

BK: 4455 PG: 1198

foregoing, Developer 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, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of the Community if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency. Similarly, and without limiting the foregoing, the District is granted a perpetual and irrevocable easement over, under and across the Community for the purposes of carrying out its capital improvement plan, including the construction, maintenance, repair, alteration, replacement and/or removal of improvements (including but not limited to roadways, utilities, landscaping, etc.).

13.13 Maintenance of Property Owned by Others. The District shall, if designated by the District by a document of record, maintain vegetation, landscaping, sprinkler system, the Community identification/features and/or other areas or elements designated by Developer and accepted by the District upon areas which are within or which lie 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 the District. These areas may include, without limitation, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, brick pavers, lakes, irrigation, drainage areas, the Community identification or entrance features, the Community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

14. Multi-Purpose Taxing District. It is possible that the District may maintain the roads, off-site improvements, Surface Water Management System, landscape buffers, entrance features and/or other Association Common Area to be maintained by the District within the Community and, possibly, an adjacent community. In the event the District is not responsible for the maintenance of such roads, off-site improvements, Surface Water Management Systems, landscape buffers and/or entrance features, then a special taxing district or Association may be responsible for such maintenance. Each Home or Lot shall be subject to District Assessments for the operation of District, for Operating Costs or other expenses of the District.

15. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, sidewalks, and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the Community by the Owner of each Lot. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Association Common Area or District Property that is no longer readily accessible to the Association or the District, respectively. Each Owner shall be responsible for root pruning trees within any portion of his or her Lot. Without limiting the foregoing, to the extent a Neighborhood Association agrees in writing to perform any obligation of an Owner hereunder, then such obligation shall thereafter be the obligation of such Owner's Neighborhood Association. To the extent not maintained by a Neighborhood Association, each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of their Home in accordance with the standards set forth below.

15.1 Lawn Maintenance Standards. The landscaping shall be maintained in accordance with the Community Standards.

15.2 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

15.2.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Each Owner shall comply with all water use restrictions imposed by applicable governmental entities. To the extent an Owner fails to comply with any such water use restrictions and Association is subsequently fined due to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fine(s) imposed on Association.

15.2.2 All grass and landscaping located within any rear yard of a Lot shall be maintained by the Owner pursuant to the Community Standards. No gardens, jacuzzis, fountains, playground equipment, pools,

BK: 4455.PG: 1199

screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this the Community may not be large enough to accommodate any of the foregoing items in any event.

15.2.3 Without the prior consent of the ACC and consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from the Community, and there shall be no change in the plant landscaping or elevation of such areas, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all 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 Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

15.2.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

15.2.5 Lake Slopes. The rear yard of some Homes may contain lake slopes. To the extent that such lakes and lake slopes are owned by the District, subject to the provisions of Section 9.8.3, they will be regulated by and maintained by the District. Subject to the provisions of Section 9.8.3, the District shall maintain those portions of the lake slopes located on the Lots, and the Association Common Area, if any, as part of its Operating Expense. To the extent that such lakes are part of the Association Common Area, Association may establish from time to time maintenance standards for the lake and canal maintenance by Owners who own Homes adjacent to Association Common Area waterbodies. To the extent such lakes are part of the District Property, the District may establish from time to time maintenance standards for the lake and canal maintenance by Owners who own Homes adjacent to District Property waterbodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. The Association and/or District shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Association and the District an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

15.2.6 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

15.2.7 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Association Common Area and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Association Common Area, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make or perform the required maintenance, repairs, or replacements together with interest at the highest rate allowed by law.

15.2.8 Drainage. The final grading of each Lot acquired by a Builder will be the responsibility of the Builder of such Lot to perform such grading so that same shall meet the requirements of the

BK: 4455 PG: 1200

drainage plan and system for the Community and to meet the tie in requirements for the overall Community drainage system applicable to such Lot. Upon completion of the grading of each Lot or upon material alteration of such grading, the Builder or Owner (as applicable) shall cause the Lot to have its drainage comply with the drainage plan and system for the Community.

16. Use Restrictions. Each Owner must comply with the following:

16.1 Alterations and Additions. 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 had and obtained from the ACC.

16.2 Animals. No animals of any kind shall be raised, bred or kept within the Community for commercial purposes. No roosters or pigeons shall be raised or kept within the Community. The breeding of animals is strictly prohibited within the Community. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County and City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Association Common Area, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within the Community designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

16.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

16.4 Cars, Motorcycles, Trucks, and Boats.

16.4.1 Parking. Owners' automobiles and motorcycles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. The entry area of the driveway for each Home shall be reserved for the Owner(s), guests and invitees of such Home. No vehicles of any nature shall be parked on any portion of the Community or a Lot except on the surfaced parking area thereof. There shall be no parking in the alley behind the Home or Townhome Buildings, if any. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in the Community except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in the Community.

16.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power or which, in the Board's discretion, is damaged in a way that negatively impacts the aesthetics of the Community including, but not limited to, a vehicle that has plastic bags covering broken or missing windows, shall remain within the Community for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within the Community. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without the ACC approval.

16.4.3 Prohibited Vehicles. No commercial vehicle, limousine, trailer including, but not limited to, house trailers and trailers of every other type, kind or description, or camper, may be kept within the Community except in the garage of a Home. Notwithstanding the foregoing, so long as an Estate Home has a six (6)

BK: 4455 PG: 1201

foot PVC fence which has been approved by the ACC, a boat and/or boat trailer, may be kept within the fenced yard of such Estate Home. Boats and/or boat trailers shall not be permitted to be kept within the yard of any Townhome or Villa, unless approved in writing by the Association. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos™, Blazers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Club Owner, Association Common Area, or any other the Community facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on the Community. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on the Community. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

16.4.4 Rules Regarding Boat and Boat Trailer Storage. No boat or boat trailer may be stored or parked within the Community outside an enclosed structure.

16.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 18.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

16.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, or a Builder, no commercial or business activity shall be conducted in any Home within the Community. 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 not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. 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 or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

16.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes or Lots within the Community. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE COMMUNITY AND THE RESIDENTIAL ATMOSPHERE THEREOF. IN THE EVENT AN OWNER OR OCCUPANT VIOLATES THE TERMS OF THIS SECTION, THE DEVELOPER AND/OR ASSOCIATION SHALL HAVE THE RIGHT TO ENTER UPON THE HOME OR LOT AND CURE THE VIOLATION AS FURTHER PROVIDED IN SECTION 24.2 OF THIS DECLARATION.

BK: 4455 PG: 1202

16.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

16.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Association Common Area except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout the Community.

16.10 Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, wind chimes, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Community without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

16.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of the Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

16.12 Drainage System. Drainage systems and drainage facilities may be part of the Association Common Area, District Property and/or Homes, as applicable. The maintenance of such system and/or facilities within the District Property shall be the responsibility of the District. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Association Common Area adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, Builders, District, Club Owner and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

16.13 Omitted Intentionally.

16.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) 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. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

16.15 Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Fences on any Lot shall be as approved by the ACC pursuant to the Community Standards. No fences, walls, structures or trees shall be permitted within any lake

BK: 4455 PG: 1203

maintenance easement of the District or Association or within any District Property abutting the lakes without the prior written consent of the District or the Association, as applicable.

16.16 Fuel Storage and Flammable Substances. No fuel storage shall be permitted within the Community. No fuel, flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance except as may be necessary or reasonably used for normal household use, swimming pools, spas, barbecues, fireplaces, emergency generators, or similar devices and as otherwise permitted by this Declaration, shall be kept on any portion of the Community or within any Home, Lot or Parcel. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

16.17 Garages. Each Home may have its own garage. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. The conversion of any garage into living quarters shall be prohibited.

16.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for or contract with a private entity for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up. Without limiting the foregoing, it is anticipated, but not guaranteed, that the Owners of Villas will be obligated to dispose of garbage in a common dumpster or dumpsters, and that the applicable collection agency may pick up trash from such dumpster(s), rather than from each Lot.

16.19 General Use Restrictions. Each Home, the Association Common Area and any portion of the Community shall not be used in any manner contrary to the Association Documents.

16.20 Hurricane Shutters. Any hurricane shutters or other protective devices installed by any party other than Developer and/or any Builders which are visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

16.21 Irrigation. The water used in the District or Association irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water; instead, Owners must supply their own water for such purposes. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. Developer may not be providing irrigation to the Homes. No Owner whose Home adjoins a waterway, if any, may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Use of waterbody water, if any, by Owners is prohibited and is at the Owner's sole risk. Association and Club Owner may use waterways to irrigate Association Common Area and/or District Property, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, the District, Association, Builders and/or Club Owner, shall have the right to use one or more pumps to remove water from waterbodies for irrigation

BK: 4455 PG: 1204

purposes at all times, subject to applicable permitting and other legal requirements. District may utilize a computerized loop system to irrigate the Association Common Area, District Property and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of District.

16.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, 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.

16.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Community shall be the same as the responsibility for maintenance and repair of the property concerned.

16.24 Leases. Lots or Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. All restrictions and requirements respecting leases in the Association Documents shall apply to all leases of Lots. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be individually leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association upon execution. All leases shall provide that use of the premises is subject to the terms of this Declaration and any breach of this Declaration may be enforced by the Association. Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by a tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Association Common Area or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the provisions of Section 29 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

16.25 Minor's Use of Association Common Area or District Property. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer, Builders, Association and District shall not be responsible for any use of the facilities and Association Common Area or District Property by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

16.26 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted. The final determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms shall be discharged within the Community. Nuisances shall include, without limitation, the playing of loud music, excessive use of fireworks or the gathering in front of homes, District Property or Association Common Area by any Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Association Common Area, or any other portion of the Community, including a Home or Lot which will increase the rate of insurance to be paid by Association.

16.27 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral

BK: 4455 PG: 1205

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.

16.28 Paint. Unless otherwise approved in writing by the Association, Homes shall be repainted by each Owner, at such Owner's sole cost and expense within forty-five (45) days of written notice by the Association to such Owner. In the event an Owner fails to repaint their Home in accordance with the above time frame, the Association may, but shall not be obligated to, repaint such Owner's Home and the costs of same shall be charged as an Individual Assessment to the Owner whose Home is repainted.

16.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property of Owners, except usual patio furniture, may be stored on, nor any use made of any Parcel, Lot or Home, or any other portion of the Community, which is unsightly or which interferes with the comfort and convenience of others.

16.30 Townhomes - Pools. Unless otherwise approved in writing by the Association, no pools shall be permitted to be installed on Lots containing Townhomes.

16.31 Estate Home - Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC in accordance with the Community Standards. Pool screening shall require the prior written approval of the ACC prior to installation. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer or a Builder, no diving boards, slides, or platforms shall be permitted without the approval of the ACC. Notwithstanding the foregoing, a pool installed partially in-ground on any portion of a Lot that requires a bulkhead or other design accommodation for grading purposes shall not be considered an above-ground pool.

16.32 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of the Community or change the level of the land within the Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within the Community. Owners may not place additional plants, shrubs, or trees within any portion of the Community without the prior approval of the ACC.

16.33 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces (outside of Homes) and/or pavement, including, but not limited to, sidewalks, walkways and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or Lots. Each Owner shall be responsible to pressure clean between paintings. In addition to the foregoing, each Owner shall be responsible for pressure treatments and cleaning of Home's exterior surfaces within thirty (30) days' notice by the ACC. In the event that an Owner fails to comply with the requirements of this Section, the Association shall be entitled to perform pressure treatments and may charge the costs of the same to each applicable Owner as an Individual Assessment.

16.34 Satellite Dishes and Antennas. No exterior visible antennas, 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 ACC as required by this Declaration.

16.35 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

16.36 Signs and Flags. No sign (including brokerage or for sale/lease signs) flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies and approved by the ACC may be displayed (e.g. permit boards). "For Sale" and "For Rent" signs must be approved by the ACC and shall be

BK: 4455 PG: 1206

no larger than 12" x 12". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of the Community in which Lots have not been fully built out while the Developer or any Builder holds any Homes for sale in the ordinary course of business in such portion of the Community. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except to the extent permitted in Section 720.304(2)(b), Florida Statutes or if installed by Developer or a Builder) shall be permitted within the Community unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which conform to the provisions of Section 720.304(2)(a), Florida Statutes, together with flags no larger than 24" x 36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty five degree (45°) angle from the Home.

16.37 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 ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

16.38 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, and/or County, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by landscaping, fencing or walls approved by the ACC so that such boat is not visible above such landscaping, fencing or walls or from the street. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

16.39 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Community, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

16.40 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, and feeding wildlife are prohibited within any waterbodies within the Community, but fishing is permitted in the water bodies within the Community. Motorized boating and motorized personal watercraft (e.g., jet/water skis) are prohibited. No private docks may be erected within any waterbody without ACC written approval, and, if within District Property, without District written approval.

16.41 Use of Homes. Except as otherwise permitted by the Association Documents, each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

16.42 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

16.43 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her 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. Neither

BK: 4455 PG: 1207

Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

16.44 Wells. Wells are permitted with prior written approval of the ACC.

16.45 Wetlands and Mitigation Areas. It is anticipated that the Association Common Area may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas (i) if owned by the Association, are to be maintained by Association in their natural state, and (ii) if owned by the District, shall be maintained by the District in their natural state.

16.46 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

16.47 Window Treatments. 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) weeks 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 without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

16.48 Workers. Workers hired by any Owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate in or about the Association Common Area, District Property or make any personal use of such Association Common Area or District Property.

16.49 Banding. The Lots on (i) the property described on Schedule 1-A shall be on the 53 Foot Lots and/or 73 Foot Lots and shall comply with the Proposed Use on such Lots, and (ii) the property described on Schedule 1-B shall be on the 43 Foot Lots and 63 Foot Lots and shall comply with the Proposed Use on such Lots.

17. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer or a Builder, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

18. Requirement to Maintain Insurance.

18.1 Association. Association shall maintain the following insurance coverage:

18.1.1 Flood Insurance. If the Association Common Area are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Association Common Area located within a designated flood hazard area.

18.1.2 Liability, Property Damage, Hazard Insurance. Commercial general liability insurance, property damage insurance and hazard insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

BK: 4455 PG: 1208

18.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

18.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

18.1.5 Developer and Builders. Prior to and including the Turnover Date, Developer and Builders, to the extent a Builder owns a portion of the Association Common Area, shall have the right, at Association's expense, to provide, any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

18.2 Homes.

18.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. 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 resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

18.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**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. If an Owner elects to perform the Required Demolition, the Required Demolition 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. 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 Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her 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.

18.2.3 Townhome and Villa Buildings. Certain Homes are separated by Party Walls but form part of a Townhome Building or Villa Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building or Villa Building must have the written agreement of all of the Owners of Homes within such Townhome Building or Villa Building, as applicable, before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building or Villa Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building or Villa Building and all Owners of damaged or destroyed Homes within such Townhome Building or Villa Building shall perform Required Repair with respect to such Homes.

18.2.4 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 18.2 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of the Community.

BK: 4455 PG: 1209

18.2.5 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then 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 Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. 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 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 Association.

18.2.6 Rights of County. In the event that any Home is destroyed by fire or other casualty, County or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. County and/or other authorized governmental agency shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

18.2.7 Association Has No Liability. Notwithstanding anything to the contrary in this Section, 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. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

18.3 Fidelity Bonds. If available, Association may obtain a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

18.3.1 The bonds shall name Association as an obligee.

18.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

18.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

18.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

18.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Association Common Area to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

18.5 Casualty to Association Common Area and District Property. In the event of damage to the Association Common Area, or any portion thereof, the Association shall be responsible for reconstruction after casualty. In the event of damage to the District Property or any portion thereof, to the extent the District elects to do so, the District shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

18.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

BK: 4455 PG: 1210

18.7 Additional Insured. Developer, Builders, Club Owner and their Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

18.8 Cost of Insurance. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs. Notwithstanding the foregoing or any other provisions in this Declaration, expenses incurred during the guarantee period which result from a natural disaster or an act of God occurring during such guarantee period, which are not covered by proceeds from insurance maintained by Association, including, without limitation, the costs of any deductible and the costs incurred which are in excess of the Association's coverage, shall not be Operating Costs (and as such, are not part of the Developer's deficit funding obligation under its guarantee, if any) and may be charged as a Special Assessment against all Owners of record as of the date that the Special Assessment is assessed.

19. Property Rights.

19.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Community shall have a non-exclusive right and easement of enjoyment in and to those portions of the Association Common Area which it is entitled to use for their intended purpose, subject to the following provisions:

19.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

19.1.2 Rules and Regulations adopted governing use and enjoyment of the Association Common Area and/or District Property.

19.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

19.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Association Common Area by an Owner, its immediate family, tenants, guests and invitees, for any period during which any Assessment against that Owner remains unpaid.

19.1.5 The right of Developer, Builders and/or Association (as applicable) to dedicate or transfer all or any part of the Association Common Area. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and, at any time, without prior consent of the Club Owner.

19.1.6 The right of Developer and/or Association to modify the Association Common Area as set forth in this Declaration.

19.1.7 The perpetual right of Developer to access and enter the Association Common Area at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Association Common Area. Association and each Owner shall give Developer unfettered access, ingress and egress to the Association Common Area so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Association Common Area.

19.1.8 The right of Developer and/or Association to modify the Association Common Area as set forth in this Declaration.

19.1.9 The rights of Developer, Builders, Club Owner and/or Association regarding the Community as reserved in this Declaration, including, without limitation, the right to utilize the same and to grant use rights to others.

BK: 4455 PG: 1211

19.1.10 Rules and Regulations adopted governing use and enjoyment of the Association Common Area and/or District Property.

19.1.11 An Owner relinquishes use of the Association Common Area at any time that a Home is leased to a Tenant.

19.1.12 The right of Association to evict occupants, tenants, guests and invitees as provided in this Declaration.

19.2 Ingress and Egress. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Association Common Area and/or District Property, and for vehicular traffic over, through and across such portions of the Association Common Area and/or District Property as, from time to time, may be paved and intended for such purposes.

19.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for themselves, their nominees, and any other Builders that have received a partial assignment of Developer rights, and creates an easement in favor of the District and Club Owner over, upon, across, and under the Community as may be required in connection with the development of the Community and the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of the Community, the Club, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves for itself, its nominees, and Builders that have received a partial assignment of Developer rights, 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 and for the construction and maintenance of any Telecommunications Systems provided by Developer or a Builder, as applicable, and/or for the use of the Club. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Association Common Area and/or District Property. Developer and Builders that have received a partial assignment of Developer rights shall have no liability or obligation to repave, restore, or repair any portion of the Association Common Area as a result of the use of the same by construction traffic, and all maintenance and repair of such Association Common Area shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer or any Builder that has received a partial assignment of Developer rights be obligated to pay any amount to Association on account of Developer or Builder use of the Association Common Area for construction purposes. Developer intends to use, and expects that Builders will also use, the Association Common Area for sales of new and used Homes. Further, Developer and Builders may market other residences and commercial properties located outside of the Community from Developer's or Builder's sales facilities located within the Community. Developer and Builders have the right to use all portions of the Association Common Area and, subject to the terms of this Declaration, the District Property 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 picnics, and using the Association Common Area and, subject to the terms of this Declaration the District Property for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign any or all its rights hereunder to each Builder.

19.4 Public Easements. County, fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Association Common Area and District Property. The County shall also have a permanent and perpetual easement for ingress and egress over and across the Association Common Area and District Property. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within the Community.

BK: 4455 PG: 1212

19.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Association Common Area to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

19.6 Easement for Encroachments. In the event that any improvement upon Association Common Area and/or District Property, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

19.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Community (including Lots, Parcels and/or Homes for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

19.8 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations above, across and under the Community. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

19.9 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Community (including Lots, Parcels, Homes and the Club) for the reasonable and necessary maintenance of Association Common Area, the Club, utilities, cables, wires and other similar facilities.

19.10 Drainage. A non-exclusive easement shall exist in favor of Developer, Builders, the District, Association, Club Owner and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon the Community for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access exists as shown on the Plat for such parties to enter upon and over any portion of the Community (including Homes) 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.

19.11 Club Easements. A non-exclusive easement shall exist in favor of the District and other Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Association Common Area and portions of the Community necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club or other District Property of the District. The District and any other Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the such basis as established by the Club Owner from time to time.

19.12 Easement in favor of Association. Association is hereby granted an easement over all of the Community, including all Homes and Lots, for the purpose of (a) constructing, maintaining, replacing and operating all Association Common Area, including, but not limited to, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

19.13 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

BK: 4455 PG: 1213

20. District Rules and Regulations. The use of the Club shall be governed by the District Rules and Regulations and each Homeowner, where applicable, shall be bound by and comply with the District Rules and Regulations which is incorporated herein by reference. In the event of any conflict between the District Rules and Regulations and Association Documents as it pertains to District Property owned or maintained by the District (including, but not limited to, the Club), the District Rules and Regulations shall control.

21. Assessments.

21.1 Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments. So long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Notwithstanding the foregoing, during the time which Developer deficit funds the Association, Developer may require Builders to pay such portion of the Operating Costs which directly benefits any Lot(s) or Parcel(s) owned by such Builder(s), as mutually agreed to by the Builder(s) and the Developer, from time to time; provided however, that the portion of Operating Costs to be paid by a Builder shall never exceed such Builder's pro-rata share of Operating Costs based upon the number of Lots and/or Parcels owned by such Builder. If at any time prior to the Turnover Date Developer does not deficit fund the Association, Builders shall be required to pay reduced Assessments on their Lots and/or Parcels (as mutually agreed to by the Builder(s) and the Developer, from time to time) as vacant Lots and/or Parcels may not receive certain services. From and after the Turnover Date, Builders shall be obligated to pay reduced Assessments on their Homes, Lots and Parcels (as mutually agreed to by the Builder(s) and the Board, from time to time). Builders shall never be obligated to pay Special Assessments, management fees, Reserves and/or amounts due from, but not paid by, Owners. The statutory rights afforded to Association including, without limitation, the right of Association to file liens, bring actions for foreclosure and/or the right of Association to accelerate the amount of Assessments due upon non-payment of Assessments, shall also apply to Assessments (or portions of Operating Costs) owed by Builders with respect to Homes and/or Lots owned by such Builders. Additionally, all legal fees, late fees, interest and attorneys' fees and costs relating to the collection of Assessments from Builders shall be fully recoverable by Association against Builders.

21.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of the Community, and in particular for the improvement and maintenance of the Association Common Area and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

21.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");

21.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Association Common Area, or nonrecurring expenses (hereinafter "Special Assessments");

21.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Association Common Area, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

21.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Association Common Area for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the

BK: 4455 PG: 1214

periodic maintenance, repair, and replacement of improvements comprising a portion of the Association Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

21.2.5 Assessments for which one or more Owners (but less than all Owners) or Builders within the Community is subject ("Individual Assessments") such as costs of special services provided to a Home, Lot or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner, Builder, Lot or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of the Community that Association perform any other obligation of an Owner or Builder under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. In no event shall the Club Owner be subject to Individual Assessments.

21.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

21.4 Allocation of Operating Costs

21.4.1 For the period until the adoption of the first annual budget, the allocation of Association Operating Costs shall be as set forth in the initial budget prepared by Developer.

21.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in the Community conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes and Owners of Estate Homes will be required to pay additional Operating Costs for services exclusive to Townhomes, Townhome Buildings and/or Estate Homes, respectively.

21.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

21.4.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

BK: 4455 PG: 1215

21.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes and Owners of Estate Homes will be required to pay additional Operating Costs for services exclusive to Townhomes and/or Estate Homes, respectively.

21.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

21.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner. The applicable portion of Assessments or other amounts Due from Builders (as further detailed in this Declaration) shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to such Builder.

21.8 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, the total number of Homes to be included in the Community, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year (as determined in Developer's discretion), it is possible that Association may collect more or less than the amount budgeted for Operating Costs. At any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("Developer's Option") to either (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of all Installment Assessments due from Owners and other income produced by Association pursuant to Section 21.8.1 of the Declaration or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. In the event that Developer elects to fund all or a portion of the shortfall in Installment Assessments, as stated above, Developer shall have no obligation to fund bad debt expenses relating to the payment of Assessments including, without limitation, estimates for bad debt allowance and actual write-offs of Owner balances. If Developer has cumulatively overfunded Operating Costs of the Association and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter once the amount is finally determined, or, in Developer's sole and absolute discretion, pursuant to terms and conditions approved by Developer, including, without limitation, any payment plan. Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Lots owned by Developer, (ii) pay Special Assessments, management fees or Reserves, or (iii) pay amounts due from, but not paid by, Owners, as referenced above. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

21.8.1 Without limiting Developer's Option under Section 21.8 of the Declaration, Developer shall be excused from the payment of its share of the Installment Assessments relating to Homes it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the Turnover Date or December 31 of the year in which the Declaration is recorded (the "Guarantee Expiration Date"), provided that the Installment Assessments for Operating Costs equally imposed on each Owner other than Developer shall not increase during such period over \$1,000.00 per month and provided further that Developer shall be obligated to pay any amount of Operating Costs actually incurred during such period and not produced by the Installment Assessments at the guaranteed level receivable from Owners and all other income. The period that Developer is excused from the payment of the share of Installment Assessments relating to Homes it is offering for sale may be unilaterally extended by Developer for one or more successive periods of three months each.

21.8.2 If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount, including, without limitation, pre-paid amounts, deposits for utilities, and Developer's funding of

BK: 4455 PG: 1216

delinquent Installment Assessments, or portion thereof, not paid by Owners, than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

21.8.3 If Developer elects to loan funds to Association for any purpose including, but not limited to, covering uncollected Assessments due from Owners which are not timely paid, Developer may, but shall have no obligation to, require the Association to sign a promissory note. Notwithstanding the foregoing, irrespective of whether a promissory note exists with respect to any loan to Association by Developer, Association shall be liable to Developer for all amounts loaned.

21.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments as per the Builder budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

21.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

21.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner and Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e., monthly, quarterly or annually).

21.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

21.10.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

21.11 Initial Contribution. With the exception of Builders, the first purchaser of each Lot, Home or Parcel from Developer, at the time of closing of the conveyance, shall pay to the Developer an initial contribution in an amount up to three (3) months Assessments (the "Initial Contribution to Developer"). Notwithstanding the foregoing, to the extent the first purchaser of each Lot, Home or Parcel acquires such Lot, Home or Parcel from a Builder, at the time of closing of the conveyance, such purchaser shall pay to the applicable Builder (and not the Developer) an initial contribution in an amount up to two (2) months Assessments (the "Initial Contribution to Builder"). The funds derived from the Initial Contribution to Developer and/or Initial Contribution to Builder shall be used at the discretion of Developer or Builder, as applicable, for any purpose whatsoever.

21.12 Assessment Estoppel Certificates. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within fifteen (15) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner

BK: 4455 PG: 1217

requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Association Operating Costs or Assessments to the extent an accounting is not required by applicable law.

21.13 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

21.14 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Lot including the Home and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner or Builder of the Lot at the time when the Assessment became due, as well as the Owner's or Builder's heirs, devisees, personal representatives, successors or assigns.

21.15 Subordination of the Lien to Mortgages. The lien for Assessments shall be a lien superior to all other liens save and except tax liens, liens for Club Dues and, except as set forth in this Section, mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. An acquirer of title to a Lot, whether by foreclosure, deed in lieu of foreclosure, or otherwise, shall be liable for all unpaid Assessments, interest, late fees and reasonable attorney's fees and costs incurred by Association in the collection of unpaid amounts that became due prior to such acquirer's acquisition. Notwithstanding the foregoing, with respect to a Lender or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, unless Florida law as amended from time to time provides for greater liability of a Lender, such Lender's liability respecting the unpaid Assessments (but not late fees, interest or reasonable attorney's fees or costs incurred by Association in the collection of unpaid amounts) that became due prior to the Lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The limitations on Lender liability provided in this Section apply only if the Lender filed suit against the Owner and initially (and not through amendment or re-foreclosure) joined Association as a defendant in the Lender's foreclosure action when such action was first filed with a court. Joinder of Association is not required if, on the date the complaint is filed, 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 by the Lender. In addition to the foregoing, any acquirer of title to a Lot including, without limitation, a Lender or other third party, shall be liable for all late fees and interest charged against the former Owner of the Lot and all reasonable attorney's fees and costs incurred by Association in collection efforts against the former Owner of the Lot. Unless specifically provided otherwise by Association in writing from time to time and in its sole and absolute discretion, late fees, interest and reasonable attorney's fees and costs shall not be considered Assessments as that term is used in this Section. The Lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed including, but not limited to, Assessments (as the same may be limited above), late fees, interest, attorneys' fees and costs owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for Lenders included in this Section, a Lender must give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the

BK: 4455 PG: 1218

obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. Any unpaid Assessments for which an acquirer of title is not liable (*i.e.*, where a Lender takes title to a Lot, and where Florida law does not provide for a greater amount, any past due Assessment amounts which exceed the lesser of 12 months of Assessments or one percent (1%) of the original mortgage debt) may be reallocated and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the acquiring party from liability for, nor the Lot from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than a foreclosure.

21.16 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien, as permitted by Florida law and the Association Documents, and becomes the owner of record title to a Home or Lot, the Association's lien shall survive foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, interest, attorneys' fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the Owner that takes title to the Home or Lot after the Association, and the Association shall have no liability for the same.

21.17 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

21.18 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect a reasonable rent from the Owner, if the Owner remains in possession of a Home after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Home to collect the rent if the Home is leased or rented during the pendency of the foreclosure action. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Association Common Area, the District Property (including, but not limited to, the Club) or by abandonment of a Home.

21.19 Exemption. Notwithstanding anything to the contrary herein, neither Developer, Club Owner, nor the District nor any Home or property owned by Developer shall (unless specified to the contrary by Developer in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 21.8 herein. In addition, the Board shall have the right to exempt any portion of the Community subject to this Declaration from the Assessments, provided that such portion of the Community exempted is used (and as long as it is used) for any of the following purposes:

21.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

21.19.2 Any real property interest held by a Telecommunications Provider;

BK: 4455 PG: 1219

21.19.3 Any of the Community exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

21.19.4 Any Association Common Area; and

21.19.5 Any District Property.

21.20 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

21.21 Collection of Assessments. Installment Assessments shall be paid by each Owner directly to Association separate from any assessments then due to any Neighborhood Association. Any collection proceedings for an Owner's failure to pay Assessments shall be the sole responsibility of Association. Each Owner shall be responsible to pay all Assessments to Association on time and in full regardless of other assessments due to such Owner's Neighborhood Association.

21.22 Omitted Intentionally.

21.23 Omitted Intentionally.

21.24 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

21.25 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage under the Association Documents which default is not cured within sixty (60) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

22. Information to Lenders and Owners.

22.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

22.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

22.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

22.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

BK: 4455 PG: 1220

22.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

22.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

22.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

23. Architectural Control. The following provisions govern the Community.

23.1 Architectural Control Committee. The ACC will consist of a minimum of three (3) members. Each person will hold office until such time as they have resigned, are removed or a successor has been appointed. Members shall be appointed by the Board of the Association. Members shall serve staggered two-year terms. There is no limit to the number of consecutive terms, which can be served by any member. There is no requirement that any member of the ACC be an Owner or a member of Association.

Any member of the ACC may resign from the ACC at any time upon written notice stating the effective date of the member's resignation to the Association. The Board with or without cause may remove any member at any time and appoint new members of the ACC.

The principal functions of the ACC are as follows:

23.1.1 To consider and act upon such proposals or plans submitted to it in accordance with the architectural review procedures established in the Architectural Review Board Procedures of these Community Standards.

23.1.2 To amend the Community Standards as deemed appropriate with final approval of amendments contingent upon the Board's concurrence.

23.1.3 To perform any duties assigned to it by the Developer or the Association as set forth in the Community Standards and/or this Declaration.

23.2 ACC Meetings. The ACC will meet monthly or as needed to properly perform its duties. The ACC's actions on matters will be by a majority vote of the ACC. Any action required to be taken by the ACC may be taken without a meeting if consent in writing, setting forth the action so taken is signed by a majority of the ACC members.

The ACC will keep and maintain a record of all actions taken by it, and report in writing to the Board all final actions taken by the ACC. The powers of this ACC relating to design review will be in addition to all design review requirements imposed by the County and local authorities.

23.3 Compensation. The Board has the right to set compensation for ACC Members. Compensation may be revoked or changed at any time by the Board with or without cause. Professional consultants retained by the ACC to assist them in carrying out their responsibilities may be paid such compensation as the Board determines appropriate.

23.4 Community Standards Amendment. The ACC or Association may, from time to time and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations to be incorporated into, or amendments of the Community Standards which, among other things, interpret, supplement, or implement the provisions of the Community Standards. All such rules and regulations or amendments, as they may from time to time be adopted, amended or repealed, will be appended to and made a part of the Community Standards. Each Applicant is responsible for obtaining from the ACC a copy of the most recently revised Community Standards.

BK: 4455 PG: 1221

23.5 Non-Liability. Neither the ACC nor any member will be liable to the Association, any Owner, any Applicant or any other person for any damage, loss or prejudice suffered or claims on account of:

23.5.1 Approving or disapproving any plans, specifications and other materials, whether or not defective;

23.5.2 Constructing or performing any work, whether or not pursuant to approved plans, specifications and other materials;

23.5.3 The development or manner of development of land within the Community;

23.5.4 Executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct; and

23.5.5 Performing any other function pursuant to the provisions of the Community Standards or this Declaration.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association or the ACC, contemplated under this Declaration, neither the ACC nor the Association shall be liable to an Applicant or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Applicant or such other person arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Association or of the ACC. Approval of any plans by the ACC does not in any way warrant that the proposed improvements are structurally sound or in compliance with applicable codes, nor does it eliminate the need for approval from the County building department.

23.6 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within the Community by Owners other than Developer and the District. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

23.7 Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING THE COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW THE COMMUNITY WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

23.8 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards attached to this Declaration as the same may hereafter be promulgated or revised by the ACC and approved by the Board of Association from time to time. 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 set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion. The Community

BK: 4455 PG: 1222

Standards are attached to this Declaration as Exhibit 6 and may be amended from time to time by the ACC as set forth therein. Without limiting the foregoing, each Owner and its contractors and employees shall observe, and comply with the Community Standard approved by the County for the Community.

23.9 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

23.10 Power and Duties of the ACC. No improvements shall be constructed on a Lot or Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Lot or Parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC. The review process will be administered by the Association and ACC. Compliance with these standards does not preclude the ACC the right to deny a plan submittal for aesthetic purposes. The ACC is available to help Owners interpret the guidelines and offer suggestions about housing concepts. It is suggested that Owners meet with the ACC as early as possible to assist in planning of improvements. The power to approve or disapprove plans is the responsibility of the ACC.

Nothing contained in this Declaration or the Community Standards places any obligation for any government agency to approve any plans nor shall approval by the ACC be interpreted as meeting the requirements of the County or any other governing agency.

23.11 Contractor. Any contractor that works within the Community performing new construction or an alternation to existing property ("Contractor") must be approved by the ACC. Owners must submit the Contractor's Approval Application Form prior to or simultaneously with the request for Preliminary Plan Review. All contractors must have a current Florida Building and/or Landscape Architect Contractor's License, an occupational license, describe their business entity, and provide evidence of business insurance, and references that will verify their competence in constructing the type of improvements for which the owner is hiring them.

An Owner will not receive Final Approval of their plans unless their contractor has been approved by the ACC.

23.12 Procedure Regarding ACC Approval. This section provides a guide to the design review process for the Community. The process involves a series of meetings between the Owner making the application ("Applicant"), their design professionals and the ACC. It begins with an informal introductory meeting and concludes with the completion of construction. Along the way are a series of meetings, or checkpoints, designed to ensure a smooth and efficient review of the new home design or other improvements.

The ACC is committed to assisting the Applicant through the design review process and has a variety of educational and guidance materials available to assist them. As opposed to a regulatory review agency, the ACC should be thought of as a member of the Applicant's design team.

In order to obtain the approval of the ACC, each Owner shall observe the following:

23.12.1 Design Review Process. Improvement plans will be carefully review by the ACC to ensure that the design is compatible with both the Community as a whole, and to the particular property. The design review process must be followed for any of the following improvements:

23.12.1.1 Construction of all new homes and buildings;

23.12.1.2 The renovation, expansion or refinishing of the exterior of existing buildings including repainting with the same color as previously approved by the ACC;

BK: 4455 PG: 1223

23.12.1.3 Major site and/or landscape improvements except for replacement of plant species similar to those previously approved by the ACC.

The ACC consults the Community Standards to evaluate all applications. Most of the Community Standards are written as relatively broad standards and the interpretation of the standard is left up to the discretion of the ACC.

Certain development standards within the Community Standards have definitive or absolute design parameters and it is the intention of the design review process to ensure that all improvements comply with these absolute standards.

The design review process takes place in four steps:

- (i) Preliminary Design Conference;
- (ii) Preliminary Design Review Meeting;
- (iii) Final Design Review; and
- (iv) Inspections.

Any improvement, as described above, will require and must be preceded by the submission of an Application package accompanied by an application fee and the required plans and specifications describing the proposed improvements. Incomplete applications will not be accepted by the ACC.

In addition to securing final approval from the ACC, the Applicant will also have to meet all the submittal and approval requirements of the County and other governmental agencies as required to obtain construction or building permits.

23.13 Subsequent Changes. Additional construction, landscaping or other changes in the improvements that differ from the approved final documents must be submitted in writing to the ACC for review and approval prior to making changes.

23.14 Work in Progress Inspections. During construction, the ACC or its authorized representative has the right to check construction to ensure compliance with approved final documents and requirements of this Declaration. If changes or alterations have been found which have not been approved, the ACC will issue a Notice to Comply. Failure by the ACC to provide the Notice to Comply shall not be deemed a waiver or release of the ACC's right to enforce any provisions of these Community Standards.

23.15 Notice to Comply. When as a result of a Construction Inspection the ACC finds changes and/or alterations which have not been approved, the ACC will notify the Applicant of the inspection describing the specific instances of non-compliance and will require the Applicant to comply or resolve the discrepancies.

23.16 Non-Liability. Neither the ACC nor any member or employee will be liable to any party for any action, or failure to act with respect to any matter if such action or failure to act was in good faith and without malice.

23.17 ACC Review Schedule. The ACC will make every reasonable effort to comply with the time schedule for architectural review outlined below. However, the ACC will not be held liable for delays that are caused by circumstances beyond their control. The ACC will provide design review according to the following schedule:

BK: 4455 PG: 1224

23.17.1 Preliminary Design Conference. Meeting scheduled within fourteen (14) days of receipt of written request.

23.17.2 Preliminary Design Review

23.17.2.1 Application documents to be submitted seven (7) days prior to the next schedule ACC meeting.

23.17.2.2 Written comments from ACC provided to Applicant within thirty (30) days.

23.17.3 Final Design Review

23.17.3.1 Application documents to be submitted fourteen (14) days prior to the next scheduled ACC meeting, and within one year of Preliminary Design Review.

23.17.3.2 Written comments from ACC meeting and/or written notice of Final Design Approval provided to Applicant within fifteen (15) days of vote of approval/denial.

23.17.4 Building Permits. Applicant is responsible to obtain ACC approval prior to obtaining all applicable County and other governmental agency construction or building permits.

23.17.5 Construction Inspections

23.17.5.1 Prior to any site disturbance, the Applicant must obtain written notification from the ACC.

23.17.5.2 Final inspection within seven (7) days of receipt of written request for Certificate of Compliance, and prior to request for a Certificate of Occupancy from the County.

23.17.5.3 Certificate of Compliance with ACC Approval issued within seven (7) days of inspection.

23.18 ACC Application & Construction Fees. In order to defray the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects and other professionals, the Community Standards establish submission fees payable to the ACC according to the ACC Application Fee Schedule.

23.19 Waiver of Community Standards. The Community Standards set forth herein are intended as guidelines to which adherence shall be required of each Applicant in the Community, provided, however, the ACC shall have the express authority to waive any requirement set forth herein if, in its sole opinion, it deems such waiver in the best interest of the property and the deviation requested is compatible with the character of the property. A waiver shall be evidenced by an instrument signed and executed by the ACC upon approval by a majority of its members.

23.20 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction. To the extent that an Owner fails to obtain all required permits and or consents from local and/or governmental authorities, any ACC approvals shall be deemed withdrawn.

23.21 Construction by Owners. All construction activities by Owners after consent of the ACC has been obtained shall be performed in accordance with the Community Standards.

23.22 Inspection. There is specifically reserved to Association, the ACC and to any agent or member of either of them, an easement for the right of entry and inspection upon any portion of the Community at any time

BK: 4455 PG: 1225

within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

23.23 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

23.24 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

23.25 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

23.26 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its written nominees, including, without limitation, improvements made or to be made to the Association Common Area or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

23.27 Government Approval. Each Owner acknowledges and agrees that the ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of the Community and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without the ACC approval, constructs any improvements or makes any changes to his or her Home without the required governmental permits or approvals, such Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Individual Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer, Builder and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Home caused

BK: 4455 PG: 1226

therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

24. Owners Liability.

24.1 Loop System Irrigation. Each Owner shall provide an irrigation system of one hundred percent (100%) coverage of all landscaped or sodded area for each portion of its Lot and the area between the Lot(s) and the District Property, Association Common Area and/or the adjoining road. Irrigation systems shall, among other things, irrigate all the areas between the improvement constructed upon each respective Lot and the District Property, Association Common Area and the edge of the pavement of the roadway fronting such Lot. Some or all Homes, the District Property and/or Association Common Area may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association (as to the system of the Association Common Area) and/or the District (as to the system of the District), if applicable, before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in the Association Documents, subject to the prior written approvals and/or consents of the ACC, Board and/or local governmental agencies, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure ("Improvement") on the Home. If an Improvement is approved to be installed, then a fence allowable pursuant to the terms of Section 16.15 which is also approved by the ACC, Board and/or applicable governmental agencies, must also be installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of the Community drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or the Community Standards.

24.2 Violations. Should any Owner do any of the following:

- 24.2.1 Violate any terms of the Association Documents;
- 24.2.2 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD; or
- 24.2.3 Cause any damage to any improvement or Association Common Area and/or District Property; or
- 24.2.4 Impede Developer, District, Club Owner or Association from exercising its rights or performing its responsibilities hereunder; or under the District Rules and Regulations, or
- 24.2.5 Undertake unauthorized improvements or modifications to a Home, the Association Common Area and/or District Property; or
- 24.2.6 Impede Developer, Builders, District or Club Owner from proceeding with or completing the development of the Community, District Property and/or the Association Common Area, as the case may be;

then, Developer, Builders, District, Club Owner and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the

BK: 4455 PG: 1227

entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

24.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or District Assessments or other monies, of any of the provisions of this Declaration, Developer, District or Association (as applicable) shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

24.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

24.3.2 Commence an action to recover damages; and/or

24.3.3 Take any and all action reasonably necessary to correct the violation or breach.

24.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

24.5 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

24.6 Rights Cumulative. All rights, remedies, and privileges granted to SJRWMD, Developer, District, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, District Rules and Regulations, or the Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

24.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the Community Standards may be enforced by the County, Developer, Builders and/or, where applicable, Association, District, Club Owner and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision of the Declaration, District Rules and Regulations and/or the Community Standards), to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration, District Rules and Regulations and/or the Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration, District Rules and Regulations and/or the Community Standards. To the extent the County takes any action against the Association pursuant to its rights under this Section in connection with an alleged violation by an Owner or Builder, all amounts incurred by Association to defend against such action or remedy the violation including, but not limited to, attorney's fees and/or any other costs relating to materials, labor or otherwise, shall be charged against the Owner or Builder alleged to have been in violation as an Individual Assessment.

24.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Association Common Area and/or common services including, but not limited to, cable services and/or other services which are paid through Common Expenses, and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SJRWMD.

BK: 4455 PG: 1228

24.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

24.8.2 Unless otherwise permitted by Florida law, fines or suspensions may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

24.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

24.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board.

24.9 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Home or any portion of the Community, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Home, if such person shall violate any provision of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of the Community in Association's sole discretion, or shall willfully damage or destroy any of the Association Common Area or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave the Community and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave the Community and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action, including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Home as an Individual Assessment.

25. Additional Rights of Developer.

25.1 Sales Office and Administrative Offices. For so long as Developer and/or its respective assigns own any property in the Community, is affected by this Declaration, or maintains a sales office or administrative office within the Community, Developer's rights shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Community and sales and re-sales of Homes and/or other properties owned by Developer or others outside of the Community. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of the Community, including Association Common Area conducting Marketing Activity, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Association Common Area conducting Marketing Activity to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

BK: 4455 PG: 1229

25.2 Modification. The development and marketing of the Community will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or the Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Association Common Area and/or District Property, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Without limiting anything to the contrary in this Declaration, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

25.3 Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their assigns shall have the right, at any time, to conduct Marketing Activities and for marketing, special and/or promotional events within the Association Common Area of the Community, without any charge for use. Developer, its agents, affiliates, or assignees (i.e., including Builders that receive an assignment of some or all of the Developer's rights) shall have the right to market the Community and Homes in advertisements and other media by making reference to the Community, including, but not limited to, pictures or drawings of the Community, Association Common Area, District Property, and Homes constructed in the Community. All logos, trademarks, and designs used in connection with the Community are the property of Developer, and Association shall have no right to use the same, except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

25.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder shall have the right, without charge, to use the Association Common Area for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of the Community.

25.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Association Common Area and shall be entitled to all income derived therefrom.

25.6 Management. Developer may manage the Association Common Area by contract with Association. Developer may contract with a third party ("Manager") for management of Association and the Association Common Area.

25.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services, and other purposes over, under, upon and across the Community so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Association Common Area or District Property in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of the Community so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of the Community. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, permits and/or licenses and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

BK: 4455 PG: 1230

25.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so the Club Owner shall also have such rights relating to the Club and/or Club Dues.

25.9 Additional Development. If Developer withdraws portions of the Community from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration, provided unless otherwise provided by applicable law, any such property withdrawn from the Declaration shall still be within the District, subject to District Assessments. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Association Common Area subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

25.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of the Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Lots and buildings in all other proposed forms of ownership and/or other improvements on the Community or in the Community or adjacent to or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

25.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, DEVELOPER, CLUB OWNER NOR ANY BUILDERS SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

25.11.2 DEVELOPER, CLUB OWNER, DISTRICT, BUILDERS AND/OR ASSOCIATION ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AGENCIES WHICH ENFORCE OR ENSURE THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR THE COUNTY OR PREVENT TORTIOUS ACTIVITIES. NEITHER DEVELOPER, CLUB OWNER, ANY BUILDER, NOR ASSOCIATION SHALL BE LIABLE FOR THE UNLAWFUL OR UNDESIRABLE ACTIONS OR INACTIONS OF OWNERS OR THEIR RESPECTIVE FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN THE COMMUNITY AND SHALL FURTHER HAVE NO OBLIGATION TO TAKE ANY AFFIRMATIVE ACTION NOT SPECIFICALLY SET FORTH IN THIS DECLARATION IN ORDER TO STOP, ENJOIN OR PREVENT ANY SUCH ACTIONS BY ANY OWNER OR THEIR FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN THE COMMUNITY; AND

25.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS

BK: 4455 PG: 1231

CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

25.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

25.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN THE COUNTY, FLORIDA. EACH HOME IS LOCATED IN THE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY, FLORIDA.

25.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS ESSENTIAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

BK: 4455 PG: 1232

25.15 Access Control System. Developer may, but shall not be obligated to, install a tele-entry or other gate system at the entrance to the Community. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for the Community. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer, unless such roadways are owned by the District in which case any gate or access system shall be owned and operated by the District or pursuant to written agreement with the District. ASSOCIATION AND DEVELOPER AND DISTRICT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association and District will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

25.16 Developer's Right to Control Access. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date, Developer shall have the unilateral right to control the operation of the Community gates, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Developer. If such roadways are owned by the District and the Community gates owned and operated by the District, then the District shall control the operation of the Community gates, provided however that until the Community Completion Gate, District shall agree to have the gates open during normal business hours if requested by the Developer.

26. Telecommunications Services.

26.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of the Community. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Owners may enter into one or more contracts for the provision of one or more Telecommunication Services for his/her Home. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within the Community as agreed, from time to time, between the Telecommunications Provider and Developer.

26.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of the Community pursuant to an agreement between Association or Owner and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon the Community for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Community for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of the Community, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

26.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Association Common Area, District Property and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association and/or the District (as applicable) of such failure shall vest in Association and/or District, the right (but not the obligation) to restore or cause to be restored such portion of the Association Common Area, District Property and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Association Common Area

BK: 4455 PG: 1233

and/or Home immediately and the District may restore or cause to be restored such disturbed portion of the District Property. In the event that Association and/or District exercises the right of self-help, each Telecommunications Provider agrees in advance that Association and/or District shall have the sole right, to (i) select the Contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association or District hereunder. All reasonable expenses incurred by Association and/or the District in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's and/or District's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the prime rate (or similar successor reference rate) as published in the New York Times (or comparable rate determined by the Association or District (as applicable) if the New York Times fails to publish a prime rate) on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association or District and a Telecommunications Provider.

26.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

27. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

28. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

29. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

29.1 Leases Subject to Approval. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The Association shall have the right, but not the obligation, as determined by the Board from time to time, to require that the renewal of any lease, including any lease previously approved by Association under this Section 29, be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all Assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments. Each Owner is solely responsible to obtain all required permits relating to leasing property from all applicable governmental authorities having jurisdiction. To the extent that an Owner fails to obtain all required permits and or consents from local and/or governmental authorities, any and all Association approvals shall be deemed withdrawn.

29.2 Approval by Association. To obtain approval of Association which is required for the Lease of Homes, each Owner shall comply with the following requirements:

29.2.1 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

BK: 4455 PG: 1234

29.2.2 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a lease transaction of a Home, Association at its discretion and without notice may approve or disapprove the lease. If Association disapproves the lease, Association shall proceed as if it had received the required notice on the date of such disapproval.

29.2.3 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee. .

29.3 Unauthorized Transactions. Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by Association

29.4 Disapproval by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the lease. In the event the Association disapproves of a transfer of possession of a Home by lease, then the Owner may not lease the Home to the intended lessee for whom the Owner sought approval. Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by Association.

29.5 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

29.6 Exceptions. The foregoing provisions of this Section 29 shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer or Builders,

29.7 Notice of Lien or Suit.

29.7.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

29.7.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

29.7.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

BK: 4455 PG: 1235

30. General Provisions.

30.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

30.2 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

30.3 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

30.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Association Common Area are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Association Common Area and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Association Common Area deemed defective by Developer during its inspections of the Association Common Area. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 (or such lesser amount as may be approved in writing by the Developer in its sole discretion) which Association and Developer agree is a fair and reasonable remedy.

30.5 Execution of Documents. Developer's plan of development for the Community (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such 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 Home or any other portion of the Community, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to the Community or any portion(s) thereof.

30.6 Letter(s) of Credit. During the development of the Community or Developer may be required to obtain a letter of credit in connection with or as security for matters relating to Association including, without limitation, the Association's maintenance obligations. From and after the Turnover Date, Association agrees that it shall indemnify and be liable to Developer for any amounts drawn or due from any such letter(s) of credit which result from the Association's failure to act in accordance with the terms of this Declaration, any applicable law, ordinance or requirement of any governmental agency. In addition to the foregoing, Association agrees that immediately following the Turnover Date, the Association shall take all measures necessary to reimburse Developer for all amounts expended in connection with the letter of credit, remove Developer from the letter of credit, and add Association as the responsible party under the letter of credit.

BK: 4455 PG: 1236

30.7 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

30.8 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

30.9 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR BUILDERS AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, 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 COMMUNITY 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) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES 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, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30.10 Title Documents. Each Owner by acceptance of a deed to a Home or Lot acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the title documents contained in their respective title policy and any title documents referenced or contained in this Declaration (collectively, the "Title Documents").

30.11 Community Development District Disclosure. THE DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, ON THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE DISTRICT ASSESSMENTS). THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

BK: 4455 PG: 1237

Developer's plan of development for the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS 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 other than Developer, Developer, 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 Developer, 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 Home: (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 the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 26 day of October, 2017.

WITNESSES:

HEARTWOOD 23, LLC, a Florida limited liability company

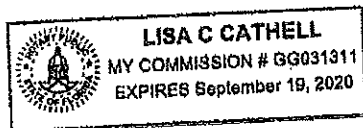
Lisa C Cathell
 Print Name: Lisa C Cathell
Douglas Bentley
 Print Name: DOUGLAS BENTLEY

By: Bruce J Parker
 Name: Bruce J Parker
 Title: VP
 (SEAL)

STATE OF FLORIDA)
) SS.:
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Bruce J Parker as VP of HEARTWOOD 23, LLC, a Florida limited liability company, who is personally known to me or who produced identification, on behalf of the company. as

My commission expires:



Lisa C Cathell
 NOTARY PUBLIC, State of Florida at Large
 Print Name: Lisa C Cathell

BK: 4455 PG: 1238

JOINDER

BEACON LAKE COMMUNITY ASSOCIATION, INC.

BEACON LAKE COMMUNITY ASSOCIATION, INC. ("Association") does hereby join in the Declaration for the Community ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 26 day of October, 2017.

WITNESSES:

BEACON LAKE COMMUNITY ASSOCIATION,
INC., a Florida not-for-profit corporation

Lisa C. Cathell
Print Name: Lisa C. Cathell

Douglas Bentley
Print Name: DOUGLAS BENTLEY

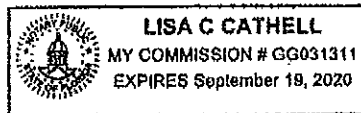
By: Bruce J Parker
Name: Bruce J Parker
Title: President

{SEAL}

STATE OF FLORIDA)
COUNTY OF ST. JOHNS BROWARD) SS.:

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Bruce J Parker, as President of BEACON LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:



Lisa C. Cathell
NOTARY PUBLIC, State of Florida at Large

Print Name: Lisa C. Cathell

Beacon Lake
Declaration

24551509v28
41508.0001

BK: 4455 PG: 1239

CONSENT TO DECLARATION FOR
BEACON LAKE

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT ("District") does hereby consent to the Declaration for Beacon Lake (the "Declaration"), to which this Consent is attached.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 26th day of October, 2017.

WITNESSES:

MEADOW VIEW AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT

Lisa C. Cathell
Print Name: Lisa C. Cathell

Douglas Benney
Print Name: DOUGLAS BENNEY

By: [Signature]
Name: Bruce J Parker
Title: Chairman

[SEAL]

STATE OF FLORIDA)

COUNTY OF BROWARD)

SS.:

The foregoing instrument was acknowledged before me this 26th day of October, 2017, by Bruce J Parker, as Chairman of MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or who has produced _____ as identification, on behalf of the association.

My commission expires



NOTARY PUBLIC, State of Florida at Large

Print Name: Lisa C. CathellBeacon Lake
Declaration24551509v28
41508.0001

BK: 4455 PG: 1240

EXHIBIT 1

LEGAL DESCRIPTION

OVERALL UPLANDS PARCEL

A PART OF SECTIONS 10, 11, 14, AND 15, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°48'41" EAST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY, PER ST. JOHNS COUNTY RIGHT OF WAY MAP, DATED 07/05/2016); THENCE NORTH 51°03'23" EAST, ALONG LAST SAID LINE, 3440.38 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 34°29'56" EAST, 18.92 FEET; THENCE SOUTH 35°32'24" EAST, 2.90 FEET; THENCE SOUTH 36°17'02" EAST, 5.12 FEET; THENCE SOUTH 37°14'55" EAST, 2.27 FEET; THENCE SOUTH 38°16'59" EAST, 2.99 FEET; THENCE SOUTH 38°55'49" EAST, 1.06 FEET; THENCE SOUTH 54°29'15" EAST, 43.60 FEET; THENCE NORTH 86°13'42" EAST, 20.21 FEET; THENCE SOUTH 29°53'56" EAST, 239.15 FEET; THENCE SOUTH 63°26'06" WEST, 129.69 FEET; THENCE SOUTH 30°33'21" WEST, 96.38 FEET; THENCE SOUTH 07°51'12" EAST, 117.10 FEET; THENCE SOUTH 14°10'20" WEST, 102.11 FEET; THENCE SOUTH 10°27'36" EAST, 66.10 FEET; THENCE SOUTH 85°41'02" EAST, 53.15 FEET; THENCE NORTH 27°15'19" EAST, 37.12 FEET; THENCE NORTH 52°25'53" EAST, 32.80 FEET; THENCE SOUTH 67°40'17" EAST, 60.54 FEET; THENCE SOUTH 29°44'42" EAST, 64.50 FEET; THENCE SOUTH 55°08'44" EAST, 68.24 FEET; THENCE SOUTH 50°11'40" EAST, 10.13 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 882.15 FEET, AN ARC DISTANCE OF 167.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°41'18" EAST, 167.51 FEET; THENCE SOUTH 23°46'55" WEST, 47.61 FEET; THENCE SOUTH 36°52'12" WEST, 45.00 FEET; THENCE SOUTH 30°37'07" WEST, 56.94 FEET; THENCE SOUTH 56°00'13" WEST, 51.87 FEET; THENCE SOUTH 07°25'53" WEST, 69.58 FEET; THENCE SOUTH 06°06'56" EAST, 56.32 FEET; THENCE SOUTH 27°04'19" EAST, 50.54 FEET; THENCE SOUTH 19°12'46" WEST, 69.89 FEET; THENCE SOUTH 21°11'39" WEST, 52.55 FEET; THENCE SOUTH 24°37'25" WEST, 79.20 FEET; THENCE SOUTH 16°04'25" WEST, 61.40 FEET; THENCE SOUTH 00°00'00" EAST, 121.00 FEET; THENCE SOUTH 03°52'43" EAST, 96.60 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 790.00 FEET, AN ARC DISTANCE OF 342.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°09'42" EAST, 339.44 FEET; THENCE NORTH 05°58'43" WEST, 184.43 FEET; THENCE NORTH 52°36'52" EAST, 13.24 FEET; THENCE SOUTH 86°21'56" EAST, 29.66 FEET; THENCE NORTH 65°59'28" EAST, 33.53 FEET; THENCE NORTH 19°27'52" EAST, 48.82 FEET; THENCE NORTH 32°14'49" EAST, 48.71 FEET; THENCE NORTH 89°28'13" EAST, 21.74 FEET; THENCE SOUTH 83°16'27" EAST, 45.51 FEET; THENCE NORTH 20°11'21" EAST, 34.30 FEET; THENCE NORTH 45°35'44" EAST, 46.60 FEET; THENCE NORTH 81°04'20" EAST, 55.78 FEET; THENCE NORTH 87°00'34" EAST, 57.67 FEET; THENCE NORTH 83°52'39" EAST, 27.36 FEET; THENCE NORTH 09°44'02" EAST, 59.17 FEET; THENCE NORTH 11°08'47" WEST, 48.88 FEET; THENCE NORTH 00°56'48" EAST, 135.68 FEET; THENCE SOUTH 89°08'35" EAST, 177.99 FEET; THENCE NORTH 89°53'25" EAST, 108.14 FEET; THENCE NORTH 85°03'50" EAST, 0.29 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 155.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°41'23" EAST, 154.01 FEET; THENCE SOUTH 79°30'03" EAST, 21.56 FEET; THENCE NORTH 71°53'31" EAST, 29.66 FEET; THENCE SOUTH 74°59'41" EAST, 73.71 FEET; THENCE SOUTH 06°50'36" EAST, 32.40 FEET; THENCE SOUTH 75°49'08" EAST, 53.24 FEET; THENCE NORTH 55°20'00" EAST, 41.65 FEET; THENCE SOUTH 83°05'32" EAST, 52.07 FEET; THENCE NORTH 84°41'09" EAST, 28.55 FEET; THENCE SOUTH 55°36'34" EAST, 30.87 FEET; THENCE SOUTH 37°53'24" EAST, 24.99 FEET; THENCE SOUTH 09°06'56" WEST, 38.84 FEET; THENCE SOUTH 19°54'24" EAST, 39.84 FEET; THENCE SOUTH 34°32'40" EAST, 78.21 FEET; THENCE SOUTH 16°20'40" EAST, 50.25 FEET;

1

24551500v28
41508.0001

BK: 4455 PG: 1241

THENCE SOUTH 14°09'30" EAST, 38.17 FEET; THENCE SOUTH 75°56'46" EAST, 53.42 FEET; THENCE NORTH 81°07'30" EAST, 89.00 FEET; THENCE NORTH 75°27'20" EAST, 54.79 FEET; THENCE NORTH 54°17'31" EAST, 84.74 FEET; THENCE NORTH 37°51'20" EAST, 88.70 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 810.00 FEET, AN ARC DISTANCE OF 450.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°44'10" EAST, 444.49 FEET; THENCE SOUTH 89°35'52" WEST, 116.25 FEET; THENCE NORTH 68°27'34" WEST, 61.82 FEET; THENCE SOUTH 78°55'04" WEST, 63.26 FEET; THENCE NORTH 71°01'11" WEST, 50.55 FEET; THENCE NORTH 68°52'33" WEST, 53.34 FEET; THENCE NORTH 30°31'41" WEST, 38.39 FEET; THENCE SOUTH 83°27'34" WEST, 31.46 FEET; THENCE SOUTH 66°34'36" WEST, 45.04 FEET; THENCE SOUTH 62°53'24" WEST, 75.65 FEET; THENCE NORTH 28°40'41" WEST, 32.48 FEET; THENCE NORTH 42°20'57" WEST, 47.30 FEET; THENCE NORTH 65°45'24" WEST, 36.32 FEET; THENCE NORTH 06°43'41" EAST, 54.08 FEET; THENCE NORTH 40°49'29" EAST, 47.80 FEET; THENCE NORTH 03°50'21" WEST, 32.50 FEET; THENCE NORTH 74°25'28" WEST, 40.69 FEET; THENCE NORTH 83°13'17" WEST, 29.49 FEET; THENCE SOUTH 89°52'21" WEST, 83.68 FEET; THENCE NORTH 33°34'43" WEST, 59.14 FEET; THENCE NORTH 70°50'40" WEST, 57.87 FEET; THENCE NORTH 81°40'25" WEST, 38.44 FEET; THENCE SOUTH 82°03'24" WEST, 41.84 FEET; THENCE SOUTH 35°29'37" WEST, 54.17 FEET; THENCE NORTH 83°48'39" WEST, 61.83 FEET; THENCE NORTH 27°48'28" WEST, 46.64 FEET; THENCE NORTH 52°48'33" WEST, 50.11 FEET; THENCE SOUTH 45°32'37" WEST, 25.64 FEET; THENCE SOUTH 25°34'43" EAST, 35.59 FEET; THENCE SOUTH 25°14'52" WEST, 38.21 FEET; THENCE SOUTH 24°14'11" WEST, 52.72 FEET; THENCE SOUTH 06°04'52" WEST, 59.22 FEET; THENCE SOUTH 22°50'27" WEST, 61.14 FEET; THENCE SOUTH 54°59'32" WEST, 76.93 FEET; THENCE SOUTH 48°05'07" WEST, 70.52 FEET; THENCE SOUTH 80°43'17" WEST, 42.83 FEET; THENCE SOUTH 71°41'15" WEST, 49.86 FEET; THENCE NORTH 86°27'44" WEST, 41.24 FEET; THENCE NORTH 60°46'08" WEST, 23.85 FEET; THENCE SOUTH 19°24'18" WEST, 30.71 FEET; THENCE SOUTH 22°06'50" EAST, 32.04 FEET; THENCE SOUTH 31°07'02" EAST, 113.00 FEET; THENCE SOUTH 56°45'21" EAST, 38.92 FEET; THENCE SOUTH 57°29'01" EAST, 39.91 FEET; THENCE NORTH 32°45'26" EAST, 28.92 FEET; THENCE NORTH 22°47'34" WEST, 33.12 FEET; THENCE NORTH 51°13'48" EAST, 61.19 FEET; THENCE NORTH 76°05'04" EAST, 84.88 FEET; THENCE SOUTH 72°29'57" EAST, 83.40 FEET; THENCE SOUTH 55°38'16" EAST, 37.30 FEET; THENCE NORTH 70°12'10" EAST, 64.95 FEET; THENCE SOUTH 17°43'11" EAST, 84.52 FEET; THENCE SOUTH 09°20'07" EAST, 45.31 FEET; THENCE SOUTH 14°58'08" WEST, 6.83 FEET; THENCE SOUTH 42°50'49" WEST, 25.78 FEET; THENCE SOUTH 60°42'57" WEST, 213.00 FEET; THENCE SOUTH 74°53'38" WEST, 189.70 FEET; THENCE NORTH 82°14'43" WEST, 48.73 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 790.00 FEET, AN ARC DISTANCE OF 285.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°42'01" EAST, 284.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°19'45" EAST, 8.32 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 356.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°31'42" EAST, 347.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°43'39" EAST, 187.02 FEET; THENCE SOUTH 34°16'21" WEST, 94.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 36.00 FEET, AN ARC DISTANCE OF 33.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°09'45" EAST, 32.20 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 114.00 FEET, AN ARC DISTANCE OF 45.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°54'33" EAST, 44.72 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 36.00 FEET, AN ARC DISTANCE OF 29.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°41'34" EAST, 28.74 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 554.00 FEET, AN ARC DISTANCE OF 24.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

BK: 4455 PG: 1242

DISTANCE OF SOUTH 20°33'50" WEST, 24.59 FEET; THENCE SOUTH 70°42'27" EAST, 94.00 FEET; THENCE SOUTH 19°17'33" WEST, 24.70 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 960.00 FEET, AN ARC DISTANCE OF 510.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°04'09" WEST, 504.15 FEET; THENCE NORTH 79°15'50" EAST, 23.50 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 97.00 FEET, AN ARC DISTANCE OF 43.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°26'47" EAST, 43.04 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 71.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°21'32" WEST, 67.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°54'40" EAST, 77.61 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 46.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°43'43" EAST, 42.29 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 440.00 FEET, AN ARC DISTANCE OF 717.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°49'06" EAST, 640.73 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 81.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°00'03" EAST, 73.03 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°05'20" EAST, 628.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 110.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°49'39" EAST, 89.31 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 501.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°30'24" EAST, 376.66 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 80.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°51'58" EAST, 80.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°17'07" EAST, 222.02 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 30.00 FEET, AN ARC DISTANCE OF 40.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°34'36" EAST, 37.52 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 865.09 FEET, AN ARC DISTANCE OF 186.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°02'12" EAST, 185.91 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 68.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°59'20" WEST, 54.46 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°49'03" WEST, 232.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 595.00 FEET, AN ARC DISTANCE OF 175.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°16'47" WEST, 175.12 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°44'32" WEST, 257.39 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND

BK: 4455 PG: 1243

AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 726.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°40'09" WEST, 379.51 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 80.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°39'43" EAST, 80.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°45'26" EAST, 43.23 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 115.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°17'14" EAST, 114.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°49'03" EAST, 275.22 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 435.00 FEET, AN ARC DISTANCE OF 232.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°07'47" EAST, 229.75 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 65.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°17'08" EAST, 53.05 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37°52'15" WEST, 103.93 FEET; THENCE NORTH 41°52'03" EAST, 22.99 FEET; THENCE NORTH 45°08'21" EAST, 25.58 FEET; THENCE NORTH 32°39'26" WEST, 14.39 FEET; THENCE NORTH 04°57'03" EAST, 39.11 FEET; THENCE NORTH 49°25'22" EAST, 38.10 FEET; THENCE NORTH 10°10'48" EAST, 34.63 FEET; THENCE NORTH 20°42'26" WEST, 34.50 FEET; THENCE NORTH 53°29'47" EAST, 34.14 FEET; THENCE NORTH 32°16'22" EAST, 19.94 FEET; THENCE NORTH 52°27'54" WEST, 28.06 FEET; THENCE NORTH 10°53'25" EAST, 23.70 FEET; THENCE SOUTH 76°27'59" EAST, 31.29 FEET; THENCE NORTH 19°30'30" EAST, 30.12 FEET; THENCE NORTH 89°43'10" WEST, 52.46 FEET; THENCE NORTH 05°15'14" WEST, 15.23 FEET; THENCE NORTH 56°16'14" EAST, 21.03 FEET; THENCE NORTH 64°41'13" EAST, 52.01 FEET; THENCE NORTH 84°45'02" WEST, 30.93 FEET; THENCE NORTH 77°40'19" WEST, 14.85 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 158.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°15'15" EAST, 157.48 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 6.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°31'45" WEST, 6.37 FEET; THENCE NORTH 01°14'12" WEST, 31.56 FEET; THENCE NORTH 19°31'28" WEST, 9.67 FEET; THENCE NORTH 11°15'02" WEST, 12.11 FEET; THENCE NORTH 24°58'38" EAST, 14.61 FEET; THENCE NORTH 20°47'05" EAST, 58.23 FEET; THENCE NORTH 36°45'21" WEST, 50.78 FEET; THENCE NORTH 29°56'05" WEST, 42.65 FEET; THENCE NORTH 23°36'14" WEST, 54.52 FEET; THENCE SOUTH 81°31'24" WEST, 16.34 FEET; THENCE NORTH 33°33'52" WEST, 93.18 FEET; THENCE NORTH 28°27'02" WEST, 17.40 FEET; THENCE NORTH 49°04'17" WEST, 41.76 FEET; THENCE SOUTH 89°20'33" WEST, 21.26 FEET; THENCE SOUTH 87°44'43" WEST, 35.69 FEET; THENCE NORTH 09°34'40" WEST, 46.83 FEET; THENCE NORTH 06°35'09" WEST, 43.97 FEET; THENCE NORTH 25°57'29" WEST, 59.02 FEET; THENCE NORTH 49°09'12" WEST, 45.12 FEET; THENCE NORTH 67°43'49" WEST, 51.08 FEET; THENCE NORTH 49°32'33" WEST, 36.15 FEET; THENCE NORTH 33°44'59" WEST, 59.88 FEET; THENCE NORTH 24°27'50" WEST, 43.07 FEET; THENCE NORTH 22°45'33" EAST, 33.22 FEET; THENCE NORTH 13°26'08" WEST, 49.35 FEET; THENCE NORTH 05°19'08" WEST, 67.29 FEET; THENCE NORTH 48°22'26" WEST, 43.04 FEET; THENCE NORTH 10°26'11" WEST, 50.04 FEET; THENCE NORTH 29°56'24" WEST, 40.92 FEET; THENCE NORTH 10°27'32" WEST, 74.24 FEET; THENCE NORTH 24°45'43" WEST, 53.13 FEET; THENCE SOUTH 69°32'40" WEST, 35.68 FEET; THENCE NORTH 50°09'01" WEST, 64.31 FEET; THENCE NORTH 54°18'57" WEST, 56.72 FEET; THENCE NORTH 11°17'31" WEST, 70.24 FEET; THENCE NORTH 60°03'02" EAST, 48.22 FEET; THENCE NORTH 00°45'11" WEST, 52.04 FEET; THENCE NORTH 57°34'01" EAST, 31.16 FEET; THENCE NORTH 26°32'20" EAST, 29.45 FEET; THENCE NORTH 30°31'00" EAST, 44.14 FEET; THENCE SOUTH 73°36'17" EAST, 20.75 FEET; THENCE NORTH 02°53'09" WEST, 98.98 FEET; THENCE NORTH 87°24'52" WEST, 26.16 FEET; THENCE NORTH 65°55'06" WEST, 42.26 FEET; THENCE NORTH 53°44'48" WEST, 67.69 FEET; THENCE NORTH 79°19'33" WEST, 54.05 FEET; THENCE SOUTH

BK: 4455 PG: 1244

52°24'59" WEST, 38.93 FEET; THENCE SOUTH 51°48'48" WEST, 43.60 FEET; THENCE SOUTH 82°03'46" WEST, 45.84 FEET; THENCE SOUTH 83°23'43" WEST, 39.63 FEET; THENCE SOUTH 69°57'10" WEST, 55.57 FEET; THENCE SOUTH 57°51'05" WEST, 45.34 FEET; THENCE SOUTH 68°29'54" WEST, 58.92 FEET; THENCE SOUTH 06°30'33" EAST, 66.05 FEET; THENCE SOUTH 81°25'57" WEST, 66.37 FEET; THENCE SOUTH 27°56'26" WEST, 49.37 FEET; THENCE SOUTH 66°51'41" WEST, 44.64 FEET; THENCE SOUTH 71°27'23" WEST, 51.68 FEET; THENCE SOUTH 78°19'50" WEST, 58.84 FEET; THENCE SOUTH 76°51'41" WEST, 58.68 FEET; THENCE SOUTH 76°57'21" WEST, 136.89 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 960.00 FEET, AN ARC DISTANCE OF 63.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°31'48" WEST, 63.27 FEET; THENCE NORTH 63°20'15" EAST, 172.29 FEET; THENCE NORTH 51°40'54" EAST, 62.19 FEET; THENCE NORTH 40°55'53" EAST, 50.29 FEET; THENCE NORTH 17°07'42" EAST, 21.59 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 160.61 FEET, AN ARC DISTANCE OF 112.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°54'45" EAST, 110.63 FEET; THENCE NORTH 74°52'04" WEST, 140.44 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°47'41" WEST, 73.75 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 26.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°24'52" WEST, 26.46 FEET; THENCE NORTH 16°31'14" EAST, 3.86 FEET; THENCE NORTH 28°42'54" EAST, 30.51 FEET; THENCE NORTH 08°53'02" WEST, 27.15 FEET; THENCE NORTH 60°31'37" EAST, 46.87 FEET; THENCE NORTH 56°44'49" EAST, 36.54 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 57.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°45'26" EAST, 57.27 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 59°03'33" EAST, 24.84 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 120.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°41'17" EAST, 120.03 FEET; THENCE NORTH 75°48'02" EAST, 25.90 FEET; THENCE NORTH 88°52'03" EAST, 74.47 FEET; THENCE SOUTH 25°22'45" EAST, 7.36 FEET; THENCE SOUTH 45°08'58" EAST, 83.91 FEET; THENCE SOUTH 05°27'16" EAST, 46.80 FEET; THENCE SOUTH 17°08'28" EAST, 35.88 FEET; THENCE SOUTH 61°24'33" EAST, 56.27 FEET; THENCE SOUTH 69°39'29" EAST, 54.11 FEET; THENCE NORTH 65°48'17" EAST, 44.65 FEET; THENCE NORTH 43°12'21" EAST, 207.41 FEET; THENCE NORTH 47°46'07" EAST, 10.86 FEET; THENCE NORTH 17°15'18" WEST, 95.07 FEET; THENCE NORTH 23°49'17" WEST, 117.40 FEET; THENCE NORTH 24°07'43" WEST, 67.15 FEET; THENCE NORTH 35°18'14" WEST, 85.45 FEET; THENCE NORTH 40°42'40" WEST, 59.63 FEET; THENCE NORTH 48°21'07" WEST, 54.87 FEET; THENCE NORTH 74°01'24" WEST, 48.75 FEET; THENCE SOUTH 04°51'45" WEST, 12.74 FEET; THENCE SOUTH 35°24'15" WEST, 58.02 FEET; THENCE SOUTH 71°15'15" WEST, 79.62 FEET; THENCE SOUTH 01°59'41" WEST, 37.40 FEET; THENCE SOUTH 64°44'02" WEST, 56.09 FEET; THENCE SOUTH 29°55'40" WEST, 35.11 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 806.86 FEET, AN ARC DISTANCE OF 107.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°40'08" WEST, 107.56 FEET; THENCE SOUTH 86°36'12" WEST, 9.14 FEET; THENCE SOUTH 71°32'01" WEST, 46.75 FEET; THENCE NORTH 37°29'44" WEST, 170.64 FEET; THENCE NORTH 06°47'56" WEST, 2.43 FEET; THENCE NORTH 31°13'54" EAST, 28.76 FEET; THENCE NORTH 06°39'01" EAST, 65.94 FEET; THENCE NORTH 22°14'42" WEST, 37.95 FEET; THENCE NORTH 64°07'42" WEST, 41.72 FEET; THENCE NORTH 11°42'30" WEST, 54.36 FEET; THENCE NORTH 40°11'47" WEST, 47.13 FEET; THENCE SOUTH 52°51'36" WEST, 33.05 FEET; THENCE SOUTH 48°08'01" WEST, 35.22 FEET; THENCE NORTH 13°37'53" WEST, 73.13 FEET; THENCE NORTH 17°53'48" EAST, 23.93 FEET; THENCE NORTH 08°24'09" EAST, 27.07 FEET; THENCE NORTH 68°09'20" EAST, 33.54 FEET; THENCE NORTH 00°12'21" EAST, 103.02 FEET; THENCE NORTH 23°52'05" EAST, 52.63 FEET; THENCE NORTH 55°09'20"

BK: 4455 PG: 1245

WEST, 36.48 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 27.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°32'54" WEST, 27.03 FEET; THENCE NORTH 04°31'01" EAST, 34.05 FEET; THENCE NORTH 39°28'00" WEST, 39.42 FEET; THENCE NORTH 21°11'20" WEST, 141.23 FEET; THENCE NORTH 04°24'37" WEST, 46.82 FEET; THENCE NORTH 23°04'38" EAST, 60.07 FEET; THENCE NORTH 06°45'14" EAST, 61.21 FEET; THENCE NORTH 13°35'09" EAST, 107.29 FEET; THENCE NORTH 00°10'53" EAST, 51.14 FEET; THENCE NORTH 10°12'59" EAST, 77.30 FEET; THENCE NORTH 38°14'30" WEST, 37.60 FEET; THENCE NORTH 02°48'07" WEST, 51.29 FEET; THENCE NORTH 11°41'58" WEST, 120.90 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210; THENCE SOUTHWESTERLY, ALONG LAST SAID RIGHT OF WAY LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 53°55'08" WEST, 249.98 FEET; COURSE NO. 2: SOUTH 51°03'23" WEST, 400.00 FEET; COURSE NO. 3: SOUTH 58°54'22" WEST, 128.77 FEET; COURSE NO. 4: SOUTH 51°03'23" WEST, 1419.25 FEET, TO THE POINT OF BEGINNING.

CONTAINING 191.05 ACRES, MORE OR LESS.

LESS AND EXCEPT

EXCEPTION PARCEL

A PART OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°06'17" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 15, A DISTANCE OF 2655.18 FEET; THENCE NORTH 00°50'08" WEST, CONTINUING ALONG SAID WESTERLY LINE OF SECTION 15, A DISTANCE OF 1638.96 FEET; THENCE CONTINUE NORTH 00°50'08" WEST, ALONG SAID WESTERLY LINE OF SECTION 15, A DISTANCE OF 1063.63 FEET, TO THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°48'41" EAST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY, PER ST. JOHNS COUNTY RIGHT OF WAY MAP, DATED 07/05/2016); THENCE NORTH 51°03'23" EAST, ALONG LAST SAID LINE, 4431.39 FEET; THENCE SOUTH 38°56'32" EAST, 598.66 FEET, TO A POINT ON A CURVE AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1609.04 FEET, AN ARC DISTANCE OF 463.90 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°15'58" EAST, 462.29 FEET; THENCE SOUTH 21°15'40" EAST, 120.17 FEET; THENCE SOUTH 73°05'18" WEST, 116.34 FEET; THENCE SOUTH 76°10'34" WEST, 67.91 FEET; THENCE SOUTH 47°10'07" WEST, 51.81 FEET; THENCE SOUTH 46°42'30" WEST, 44.81 FEET; THENCE SOUTH 54°57'53" WEST, 47.29 FEET; THENCE SOUTH 28°17'41" EAST, 46.20 FEET; THENCE SOUTH 10°39'57" WEST, 55.71 FEET; THENCE SOUTH 23°05'34" EAST, 37.42 FEET; THENCE SOUTH 07°38'19" WEST, 45.40 FEET; THENCE SOUTH 13°24'52" WEST, 54.07 FEET; THENCE SOUTH 02°34'12" WEST, 56.64 FEET; THENCE SOUTH 05°07'56" WEST, 12.56 FEET, TO A POINT ON A CURVE; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1272.35 FEET, AN ARC DISTANCE OF 280.58 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°45'44" WEST, 280.01 FEET; THENCE NORTH 87°05'12" WEST, 11.29 FEET; THENCE NORTH 19°20'22" WEST, 68.56 FEET; THENCE NORTH 59°53'36" WEST, 51.40 FEET; THENCE SOUTH 62°50'47" WEST, 38.08 FEET; THENCE SOUTH 84°44'55" WEST, 9.35 FEET; THENCE NORTH 74°47'52" WEST, 50.36 FEET; THENCE NORTH 64°20'15" WEST, 57.18 FEET; THENCE NORTH 35°22'15" WEST, 198.79 FEET; THENCE NORTH 05°11'45" EAST, 72.05 FEET; THENCE NORTH 44°42'34" EAST, 875.43 FEET, TO THE POINT OF BEGINNING.

BK: 4455 PG: 1246

EXCEPTION PARCEL CONTAINING 10.60 ACRES, MORE OR LESS.

UPLANDS PARCEL CONTAINING A NET ACREAGE OF 180.45 ACRES, MORE OR LESS.

COPY