

Prepared by and to be returned to:

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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR HERITAGE ESTATES PHASE 2**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE ESTATES PHASE 2 (the "Declaration") is made this 28 day of June, 2023, by GRACELAND VILLAGE, LLC (the "Developer"), which declares hereby that the Property, described in Exhibit "A" attached hereto and by reference incorporated in this Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth below.

WHEREAS, the Developer is the owner of certain real property located in Hillsborough County, Florida, more particularly described in Exhibit "A" attached hereto as a part hereof, said land together with such additional lands as shall be subjected to this Declaration being referred to as the "Property"; and

WHEREAS, the Developer has established a land use plan for the Property and the Developer plans to develop the Property and cause or allow construction on the developed lots of single-family detached residential dwelling units; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, the Developer deems it prudent to place this Declaration of record and to subject the Property to the matters set forth below;

NOW, THEREFORE, the Developer declares that all of the Property shall be held, sold, transferred, and conveyed subject to the following easements, restrictions, covenants, and conditions. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property as a residential community of high standards, quality, and beauty and shall run with the Property and be binding on all of the parties having any rights, title, or interest in the Property or any part thereof and their heirs, successors, and assigns and shall inure to the benefit of each owner of the Property or any portion thereof.

The Developer further declares that this Declaration and all amendments and supplements thereto shall run with the land and shall be binding upon the Developer, the Association (as hereafter defined), each Owner (as hereafter defined), their heirs, successors, and assigns and all parties claiming under them or under this Declaration and shall inure to the benefit of and be enforceable by the Developer, the Association, each Owner, and each succeeding Owner.

Additional land owned by the Developer may be subjected or annexed to this Declaration. The Developer shall not be obligated, however, to develop or annex such additional land. Any such annexation will be governed by the provisions for annexation of land contained herein.

## **ARTICLE I** **DEFINITIONS**

The words used above or hereafter in this Declaration which begin with capital letters (other than words which would be normally capitalized) shall have the meanings assigned to them in Article I of this Declaration. The terms used in this Declaration shall be defined as follows, unless the context otherwise requires:

1.1 “Assessments” shall mean and refer to any and all assessments or charges referred to in Article IV of this Declaration.

1.2 “Annual Assessments” shall mean and refer to the Annual General Assessment and any Services Assessment which may be levied by the Association in each of its fiscal years pursuant to Article IV of this Declaration.

1.3 “Annual General Assessment” shall mean and refer to the annual charge established pursuant to Article IV of this Declaration.

1.4 “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of Heritage Estates 2 Community Owners Association Inc., a copy of which is attached hereto as **Exhibit “B”** and any amendments thereto.

1.5 “Association” shall mean and refer to the Heritage Estates 2 Community Owners Association Inc., a Florida not-for-profit corporation, and its successors and assigns.

1.6 “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Association and any board, group, or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association in accordance with the Articles of Incorporation and the Bylaws of the Association, copies of which are attached hereto

as Exhibit "B" and Exhibit "C", respectively, and by this reference specifically incorporated herein.

1.7 "Builder" shall mean and refer to any person or legal entity that has acquired or that acquires title to any Lot expressly in furtherance of the business of constructing Dwelling Units thereon, in the ordinary course of such person's or entity's business, for later sale to bona fide third-party purchasers that are not Builders or affiliates of a Builder.

1.8 "Builder Lot" shall mean a Lot, or Lots conveyed to a Builder.

1.9 "Bylaws" shall mean the Bylaws of Heritage Estates 2 Community Owners Association Inc., a copy of which is attached hereto as Exhibit "C" and any amendments thereto.

1.10 "Class A Members" shall mean and refer to all Owners other than the Class B Member.

1.11 "Class B Member" shall mean and refer to the Developer.

1.12 "Code" shall mean and refer to the Code of Ordinances of the County of Hillsborough, as such may be amended from time to time.

1.13 "Common Area" shall mean those portions of the Property that are not included in any Lot and that are owned by the Association for the common use and enjoyment of the Owners. Such Property includes property designated as Common Areas in any recorded plat or future recorded supplemental declaration, property the Association does not own but is required to maintain, and property otherwise designated by the Developer as Common Areas from time to time, together with the landscaping and any improvements thereon including, without limitation, any and all structures (including the outside portion of any walls built by the Developer bordering public rights-of-way contiguous to the Property), open space, conservation or preservation areas, drainage easements, mitigation buffer areas, littoral zones along retention/detention areas, walkways, surface water control improvements and spreader swale areas, grass areas and upland buffer areas, signage areas and landscape buffer areas, landscape and wall buffer easement areas, community mailbox area, parking areas, median strips in public streets, private streets, sidewalks, sprinkler systems, street lights and entrance features including the lighting, signage and landscaping of the entrance features, but excluding any public utility installations thereon. Common Areas also include easements in favor of the Association.

1.14 "County" shall mean and refer to the County of Hillsborough, a Florida municipal corporation.

1.15 "Declaration" shall mean and refer to this Declaration of Easements, Covenants,

Conditions and Restrictions for Heritage Estates Phase 2 Residential Subdivision as it may be amended or supplemented from time to time in the manner provided herein.

1.16 “Developer” shall mean and refer to Graceland Village, LLC and its successors and assigns. No successor or assignee of Developer shall have any rights or assume any obligations of Developer hereunder unless such rights and obligations are specifically set forth in a written instrument of succession or assignment, and the successor or assignee acquires more than one (1) undeveloped lot from the Developer for the purpose of development. The Developer may assign all or any portion of its rights hereunder and Developer may assign all or any portion of its rights with respect to only specified portions of the Property to one or more assignees. In the event of a partial assignment, the assignee shall not be deemed the Developer under this Declaration but may exercise those rights of the Developer specifically assigned to it, if any, on a non-exclusive basis with the holder of any other rights of the Developer as provided herein.

1.17 “Development” shall mean and refer to Heritage Estates Phase 2 Subdivision, a single-family residential subdivision, and shall refer to the Property, as it is developed pursuant to the Declaration, or any property annexed thereto in accordance with this Declaration.

1.18 “Dwelling Unit” shall mean and refer to any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (in way of illustration, but not limitation) patio, single family detached, or zero lot lines homes, as may be used and defined as herein provided or as provided in subsequent Declarations covering all or part of the Property. The Dwelling Unit shall be deemed created upon the issuance of a final or temporary Certificate of Occupancy for such Dwelling Unit; provided, however, that the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Dwelling, or the obligation of an Owner to pay assessments with respect to such Dwelling.

1.19 “Exempt Property” shall mean and refer to all land and structures and Common Areas owned by the Association for so long as the Association shall be the owner thereof.

1.20 “Federal Housing Administration” or “FHA” shall mean and refer to that governmental agency of the United States of America so entitled and any agency or regulatory authority of the United States of America which succeeds the Federal Housing Administration.

1.21 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to this Declaration and upon which a Dwelling Unit could be constructed in accordance with Hillsborough County zoning ordinances and all applicable laws of the state of Florida in effect from time to time. “Lot” shall not mean and refer to Common Areas, dedicated streets or drainage retention facilities. .

1.22 "Member" shall mean the Class A Members and the Class B Member.

1.23 "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein shall include deeds of trust. "First Mortgagee" as used herein shall mean a holder of a mortgage with priority over all other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to Institutional Mortgagees. As used in this declaration the term "Institutional Mortgagee" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, all corporations and any agency or department of the United States Government or of any state or municipal government, the Developer or any affiliate of the Developer, and any other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots. As used in this Declaration, the term "holder" or "Mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

1.24 "Owner" shall mean and refer to the record owner, whether one or more person or entities of any Lot(s) which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.25 "Person" shall mean and refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other separate legal entity.

1.26 "Property" shall mean and refer to that certain real property in Hillsborough County, Florida, more particularly described on Exhibit "A" attached hereto, together with such additional lands as may be subjected to this Declaration.

1.27 "Resident" shall mean and refer to: (a) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (b) members of the immediate family of such individual or of an Owner who actually resides within the Property and in the same household with each such individual or Owner; and (c) any Person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever absent, the Person has the intention of returning.

1.28 “Services Assessment” shall mean and refer to the charge or charges imposed upon a section, neighborhood, housing type, or subdivided parcel of the Property for certain services rendered pursuant to Article IV of this Declaration.

1.29 “Special Assessment” shall mean and refer to any special charge established pursuant to Article IV of this Declaration.

1.30 “Surface Water or Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. The surface management system facilities shall include but are not limited to: all inlets, ditches, surface water control improvements, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain, compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

1.31 “Turnover” shall mean the date on which the Class B Membership in the Association terminates and converts to Class A Membership, as provided in Article II, Section 2.3(b) below.

1.32 “Veterans Administration” or “VA” shall mean and refer to that governmental agency of the United States of America so entitled and any agency or authority of the United States of America which succeeds the Veterans Administration.

**ARTICLE II**  
**ASSOCIATION MEMBERSHIP, VOTING**  
**RIGHTS AND THE BOARD OF DIRECTORS**

2.1 Organization of the Association. The Association has been organized as a nonprofit corporation under the laws of Florida to:

(a) Provide for the acquisition, construction, administration, management, maintenance, and care of the Common Areas;

(b) Obtain, manage and maintain services for the Property (or section thereof) including, as deemed necessary by the Board of Directors, refuse collection, grass mowing of Common Areas or Lot yard areas (if requested), street cleaning, and parking area maintenance and management; and

(c) Take other acts or action which would promote the health, safety, or welfare of the Owners and Residents.

- (d) Enforce the covenants and restrictions set forth herein.

The Association is charged with such further duties and invested with such powers as are prescribed by the law and set forth in the Articles of Incorporation of the Association and set forth herein as all of the same may be amended from time to time. The Articles of Incorporation and Bylaws of the Association shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Common Areas, and other than by a rebate of any excess Annual Assessment, Special Assessment, or other dues, fees, or assessments) to the benefit of any Member or individual.

2.2 Membership in the Association. The Association shall have the following classes of membership:

- (a) Class A. Class A members shall be all Owners (with the exception of the Developer as provided in section 2.3(b)). A Person shall automatically become a Class A Member upon becoming an Owner and shall remain a Class A Member for so long as he/she is an Owner; and

- (b) Class B. The Class B Member shall solely be the Developer.

2.3 Voting Rights of Members. Every Owner of a Lot which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment. Any person or entity who holds an interest in a Lot merely as a security for the performance of an obligation is not a Member. Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with this Declaration, the Articles of Incorporation or the Bylaws of the Association. The Association shall have two (2) classes of voting membership, as follows:

- (a) Class A. Except as provided below, each Class A Member shall be entitled to one (1) vote on each matter submitted to the members for each Lot owned by such Class A Member, which is not Exempt Property. If more than one Dwelling Unit is located on any Lot (which is not Exempt Property), the Class A Member owning such Lot shall be entitled to one (1) vote for each Dwelling Unit located on such a Lot. Any Class A Member who is in violation of this Declaration, as determined by the Board of Directors in accordance with the provisions hereof and any regulations established hereunder, shall not be entitled to vote during any period in which such violation continues. If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to

a single vote for such Lot (or for each Dwelling Unit located on such Lot) as to each matter properly submitted to the Members.

(b) Class B. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Developer; provided however that, after Turnover, the Class B Member shall be entitled to one (1) vote for each Lot owned by the Developer. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earliest of the following:

(i) the date that is three months after ninety percent (90%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to the Class A Members;

(ii) ten (10) years from the date this Declaration is recorded in the Public Records of Hillsborough County, Florida;

(iii) the date on which such other event occurs as shall confer upon members of the Association other than Developer the right to elect at least a majority of the Board of Directors of the Association pursuant to Section 720.307(1) of the Florida Homeowners' Association Act, as in effect on the date this Declaration is recorded in the Official Records of Hillsborough County, Florida; or

(iv) Such earlier time as the Developer, in its sole discretion, determines as evidenced by a written waiver.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed a Class A Member, entitled to one (1) vote for each Lot in which it holds the interest.

2.4 Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership. The election of Directors by the Members shall take place after Developer no longer has the authority to appoint the Board (in accordance with the Articles of Incorporation). Directors shall be elected by the Members in accordance with the Bylaws of the Association. The number of Directors shall be determined in accordance with the provisions of the Bylaws of the Association; however, the number of Directors shall always be an odd number. The initial Board of Directors shall be Roland A. June, II, Christopher Kaminski and Jeffrey Sedloff.

2.5 Adoption of Further Rules and Regulations. The Board of Directors may make such rules and regulations, consistent with the terms of this Declaration and the Articles of Incorporation and Bylaws, as it deems advisable with respect to any meeting of Members, proof of membership

in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy, and other matters concerning the Association's operations. If the Board of Directors shall so determine and if permitted under applicable law, voting on elections and other matters may be conducted by mail, ballot, by proxy, or other reliable electronic means.

2.6 Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for the injury or damage to person or property cause by the elements or resulting from water which may leak or flow from any portion of the Common Areas or its facilities or from any wire, pipe, drain, conduit, or the like. The Association shall not be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or its facilities. No diminution or abatement of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration, with any law or ordinance, or with an order or directive of any municipal or other governmental authority.

2.7 Voting-General Matters. When reference is made herein or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the permitted votes of the Members and not of the Members themselves.

2.8 Documents, Books and Papers of the Association. The Association shall have current copies of the following available for inspection, upon request, during normal business hours, to Members and their authorized agents, prospective purchasers, and lienholders: (a) any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace; (b) Declaration and any amendments thereto; (c) the Bylaws of the Association and any amendments thereto; (d) the Articles of Incorporation and any amendments thereto; (e) the Rules and Regulations for the Property; (f) the minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least seven (7) years; (g) a current roster of all members and their mailing addresses (and electronic mailing addresses, if applicable) and parcel identifications; (h) all of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years; (i) a current copy of all contracts to which the Association is a party; (j) the financial and accounting records of the Association, including its books, records, and financial statements, (k) a copy of the disclosure summary required under Fla. Stat. 720.401(1) or any similar successor statute, and (l) all other written records of the Association not specifically included in the foregoing which are related to the operation of the Association. The preceding sentence shall not include any documents excluded from inspection as set forth in

Section 720.303(5)(c) of the Florida Statutes. The Association may adopt reasonable rules governing the frequency, time, location, notice, and manner of such inspections, and may impose fees to cover the Association's costs of providing copies of such records. Provided, however, said records shall be made available for inspection by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access.

2.9 Property Adjacent to the Plat Property. Developer and/or its assigns intends to acquire adjacent parcels of property for residential, commercial and/or excavation purposes. Neither the Association nor its Members shall interfere with the design, construction, installation or maintenance of the adjacent parcels or the improvements thereon. Developer shall have the express right to add additional parcels of real property to the Plat Property which additional parcels shall be subject to the terms and conditions of this Declaration and afforded the rights and privileges under this Declaration.

2.10 Easement. Developer hereby declares, and the Development will be subject to, (a) an easement for the installation and maintenance of underground facilities and equipment such as electric, telephone and security lines, cables, and conduits, under and through streets, roads, and other Common Area tracts and other lands to be owned by the Association (the "Utilities"); (b) an easement for ingress and egress over and through the Common Area tracts and other lands to be owned by the Association ("Access"); (c) an easement for stormwater drainage and through the Common Area tracts and other lands to be owned by the Association (the "Drainage") The Association or its predecessor in title hereby grants to Developer easements on, over, under and across through the Development to the full extent necessary and convenient for the Developer to enjoy and receive the benefits relating to the Utilities, Access, and Drainage. In conjunction with this Declaration the Developer may cause said easements to be recorded in the public records of Hillsborough County by separate easement agreement and/or by reference to the same by reference with the plat of this subdivision. Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot), and each other person having an interest in or lien upon, or making any use of, said Lot or any portion of the Property (by virtue of having accepted such interest or lien or making such uses) shall be deemed to have automatically acknowledged, consented to, and agreed that the Property will be subject to the foregoing easements as provided above.

2.11 Shared Access Road and Other Easements. The Developer has entered into that certain "Reciprocal Easement Agreement," dated the same date as this Declaration and recorded in the Public Records of Hillsborough County (the "Reciprocal Easement Agreement"). The Reciprocal Easement Agreement provides for the following easement rights that benefit the Property:

(a) A reciprocal easement for ingress, egress, passage, delivery, and utilities, as described therein, on, over and across that certain one hundred (100) foot wide access road running

through the Property ("Shared Access Road"), for the benefit of the Property which reciprocal easement includes rights of construction, installation, maintenance, repair, and replacement of street paving, sidewalks, landscape plantings, drainage and other rights incident to the Shared Access Easement on the terms specified in the Reciprocal Easement Agreement.

(b) An easement for storm and surface water drainage into certain storm water retention, detention, and outfall facilities, as specified in the Reciprocal Easement Agreement.

The Developer, prior to Turnover, and, after Turnover, the Association shall maintain the above improvements as and to the extent provided in the Reciprocal Easement Agreement, the cost of which shall be included in the Operating Expenses of the Association, as provided below.

### **ARTICLE III** **PROPERTY RIGHTS IN THE COMMON AREAS AND OTHER EASEMENTS**

3.1. Rights of Enjoyment of the Common Areas. Each Owner, and each tenant and invitee of such Owner, shall have a right and nonexclusive easement of enjoyment in and to the Common Areas for the intended use and enjoyment thereof, in common with all other such Owners, their tenants and invitees, which shall be appurtenant to and shall pass with the title to his or her Lot. Each Owner, tenant or invitee of Owner shall have a nontransferable right to use and enjoy the Common Areas, which right shall terminate when Owner transfers ownership of his or her lot to a third party. No person entitled to use and enjoy the Common Areas may do so in any manner inconsistent with intended use or purpose of the Common Areas. Without limiting the generality of the foregoing, such rights of use and nonexclusive easement of enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy and collect Assessments against each Lot for the purpose of maintaining the Common Areas including all onsite ponds in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded.

(b) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of Common Areas which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Such rules and regulations may include limitations on the number of guests of Owners and Residents who may use the Common Areas at any one time, the right to fine Owners as provided herein (which fines may be imposed in a per diem amount for continuing violations, and which shall not exceed \$10,000 in the aggregate), and the right to establish and charge reasonable admission and other fees for certain types of extraordinary uses of the Common Areas. Any rule

and/or regulation so adopted by the Board of Directors shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to the Owner's immediate family who reside with the Owner, and, with the permission of Owner, Owner's guests and invitees, subject to regulation and suspension of such privileges from time to time by the Association in its lawfully adopted and published Rules and Regulations and in accordance with Florida law.

(d) The right of the Developer to permit such persons as the Developer shall designate to use the Common Areas and all recreational facilities thereon (if any).

(e) The right of the Association, by a two-thirds (2/3) affirmative vote of the entire membership, to dedicate, sell, or transfer all or portions of the Common Areas to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts for lighting, roads, recreational or other services, security or communications and other similar purposes deemed appropriate by the Developer (to which such creation or contract all Owners hereby consent).

(f) The right of the Association to suspend, for a reasonable time, the voting rights of an Owner and/or the right of any Owner or Resident (and their tenants, guests, and invitees) to use all or any portion of the Common Areas (with the exception of any streets or access ways) as a result of a violation by the Owner (or by the Owner's tenant, guest, or invitee) of any covenant, condition, or restriction contained in this Declaration.

(g) The right of the Board of Directors to regulate parking on Common Areas through the granting of easements, licenses, or promulgation of rules and regulations.

3.2. Easement Appurtenant. The rights and easements provided in Section 3.1 shall be appurtenant to and shall pass with the title to each Lot.

3.3. Maintenance.

(a) The Association shall maintain in good repair and shall manage, operate and insure, and shall replace as often as necessary, the Common Areas, including but not limited to the paving, drainage structures, street lighting fixtures and appurtenances, onsite ponds, landscaping, improvements and any other structures (except utilities) situated or built on the Common Areas (the "Improvements"), with all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. The Association shall

maintain the outside portion of any walls or fences (i.e., the side thereof not facing the Property), if any, constructed by the Developer along the perimeter of the Property and each Owner shall maintain the inside surface of that portion of any such wall or fence that lies on or adjoins the Owner's Lot, as well as any other wall or fence that is on the Owner's Lot. The Owner shall not make any changes in a wall or fence, including, but not limited to, change of paint color on the outside of the wall or fence, without the express prior written approval of the Association.

(b) Without limiting the generality of the foregoing, the Association shall assume all of the Developer's and its affiliates' responsibility to any governmental agencies of any kind with respect to the Improvements and the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

(c) All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through Assessments (either by General Assessment or Special Assessment) imposed in accordance with this Declaration. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

(d) The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Water Management District.

(e) In the event that Developer constructs or has constructed a drainage swale, ditch, or other features or structures upon any Lot for the purpose of managing and containing the flow of surface waters (each, a "surface water control improvement"), if any, found upon such Lot from time to time, each Owner, including a Builder, shall be responsible for the maintenance, operation and repair of the surface water control improvement on the Lot belonging to that Owner. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the surface water control improvement to provide drainage, water storage, conveyance, or other stormwater management capabilities, as permitted by the Southwest Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the surface water control improvements is prohibited. No alteration of any surface water control improvement shall be authorized and any damage to any surface water control improvement, whether caused by natural or human-induced phenomena, shall be repaired and the surface water control improvement returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the surface water control improvement is located. The provisions

of this paragraph (e) shall constitute an easement over said Lot(s) for the benefit of the Developer and its successors and assigns.

3.4. Rights of the County of Hillsborough. The County shall hereby have the right, but not the obligation, to access, maintain, repair, replace, and/or otherwise care for or cause to be cared for any and all private easements, Common Areas and/or rights-of-way, including, but not limited to, those items depicted on any recorded plat of the Property (the "Plat"). In the event said private easements, Common Areas, improvements, and/or rights of way are not maintained or such become a nuisance, or in the event the County of Hillsborough exercises the aforementioned right, the Association and each Owner (but not the Builder) are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement, and care provided by the County of Hillsborough, or its agents, plus administrative costs and attorneys' fees incurred by or for the County of Hillsborough. Said costs shall be a lien or Assessment on all Lots in the Development and on all Association property and may be enforced by foreclosure proceedings and other remedies. This right and the County's exercise of said right shall not impose any obligation on the County to maintain said private easements, Common Areas, improvements or rights-of way.

3.5. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on the Plat, shall be in accordance with the applicable provisions of this Declaration. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the Plat covering the Property, as shown on the final surveys, and as provided herein. Within these easements, no structure, planting, or other material may be placed or permitted to remain that will interfere with, damage, or prevent the maintenance of utilities or obstruct or retard the flow of water through drainage channels in the easements, or otherwise prevent or impede the intended use of the easement, except with the consent of the Board of Directors and the appropriate governmental agency. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installation for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, the Developer, its affiliates and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of underground facilities and equipment including but not limited to water lines, sanitary sewers, storm drains, electric line, telephone line, security lines, cables, and conduits, under and through the utility easements as shown on the plats of the Property. The Developer and its affiliates, and their designees, successors, and assigns, shall have a perpetual easement for the installation and maintenance of cable, antenna, radio, television, and security lines within platted utility easement areas. All utilities and lines within the Development, whether in street rights-of-way or utility easements, shall be installed and maintained underground. The Developer and its affiliates, and its and their designees, shall have a perpetual easement over, upon, and under the Common Areas for the installation and maintenance of community and/or cable TV and security and other

underground television, radio and security cables for service to the Lots and other portions of the Development.

3.6. Public Easements. Fire, police, health and sanitation, park maintenance, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

3.7. Ownership and Use of the Common Areas.

(a) The Common Areas shall be for the nonexclusive joint and several use, in common, by the Developer and the Owners of all Lots that may from time to time constitute part of the Property and the Developer's and Owners' tenants, guests and invitees.

(b) The Common Areas (or appropriate portions thereof) shall be conveyed to the Association, which shall accept such conveyance, upon the later of: (i) completion of any improvements thereon; (ii) the date the first Lot, with a residence built thereon, has been conveyed to a purchaser; or (iii) such earlier time as Developer in its sole discretion, determines.

(c) Beginning on the date on which this Declaration is recorded in the Public Records of Hillsborough County, Florida, the Association shall be responsible for the maintenance of the Common Areas (whether or not such Common Areas have yet been conveyed in accordance with Section 3.7(b)) and such maintenance is to be performed in a continuous and satisfactory manner in accordance with the provisions of this Declaration.

(d) As long as there is a Class B Membership, the Federal Housing Administration and the Veterans Administration must approve any dedication of the Common Areas.

(e) The Common Areas cannot be mortgaged or conveyed without the consent of two-thirds (2/3) vote of the Class A Members of the Association.

(f) It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Association shall be proportionately assessed against and payable as part of the taxes of the Lots. However, notwithstanding the foregoing, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of those taxes, including taxes on any improvements and any personal property located thereon.

(g) The Developer and its affiliates shall have an easement of ingress and egress to enter upon the Common Areas and other portions of the Property for the purpose of construction,

reconstruction, repair, replacement, and/or alteration of any Improvements or facilities on the Common Areas or elsewhere on the Property, that the Developer and its affiliates elect to effect which easement shall terminate when the Developer no longer owns any Lot in the Property. In addition, the Developer and its affiliates and the Builder, for as long as either of them own Lots in the Property, shall have an easement for ingress and egress to enter upon and to use the Common Areas and other portions of the Property for displays, and signs.

(h) The Developer and its affiliates shall have the specific right to maintain, upon any portion of the Property, sales, administrative, construction, and other offices, without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees, and contractors, for this purpose, until such time as Developer no longer owns any Lot in the Property.

(i) Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities.

### 3.8. Other Easements.

(a) The Owner of each Lot shall have an easement of access over and upon adjoining Lots and the Common Areas for the purpose of allowing such Owner to maintain and repair air-conditioning compressors, air-conditioning equipment, meters, and other equipment serving such Owner's Lot which may be located on or extending onto such adjoining Lots or Common Areas. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots. In the event any portion of any Lot (or of the improvements thereon) encroaches upon the Common Areas as a result of the construction, reconstruction, repairs, shifting, settlement, or moving of any portion of the Property, a valid easement for the encroachment is hereby created and granted. Notwithstanding the foregoing, no easement for an encroachment shall exist for any encroachment occurring due to the willful conduct of an Owner. The Association is granted an easement over the Lot of each Owner for the purpose of enforcing the provisions of this Declaration and may go upon any Lot as necessary to remove or repair any cause or condition that constitutes a violation of any provision of this Declaration. If the Association, after notice to the Owner and failure to cure by the Owner, does in fact exercise its right to cure such a cause or condition, then all costs incident to the Association's actions shall become the personal obligation of the Owner and be imposed as a lien against the Lot in the same fashion as if those sums represented monies due for unpaid assessments.

(b) The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Development. The Association shall be required to grant all easements or agreements required by jurisdictional agencies as a result of the development of the Property into a subdivision.

(c) Each Owner shall have an easement extending over the Owner's common boundaries with all adjoining Lots for purposes of construction/removal of improvements such as, but not limited to, pools, structural additions, fences, and trees. Any disturbance of an adjoining Lot resulting from the use of the aforementioned easement will require that the user return the Lot to its state before the disturbance.

(d) The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Southwest Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater of management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or surface water control improvements, without the prior written approval of the Southwest Florida Water Management District.

3.9. Future Development Easements. In conjunction with the development of other surrounding lands (not necessarily abutting lands), the Association shall be required to grant the Developer and its affiliates and their respective successors and assigns, upon request, necessary easements as required by jurisdictional agencies for the installation and maintenance of underground facilities and equipment such as water or line, sanitary sewers, storm drains, and electric, telephone and security lines, cables, and conduits, under and through the Common Area tracts and other lands owned by the Association as shown on the plats of the Property. In conjunction with the development of interconnected road networks of other surrounding lands (not necessarily abutting lands), the Association shall be required to grant the Developer and its affiliates and their respective successors and assigns, upon request, necessary easements for ingress and egress as may be required by jurisdictional agencies through the Common Area tracts and other lands owned by the Association as shown on the plats of the Property. The Association shall not deed Common Area lands or lands owned by the Association without prior written consent of the Developer. The failure of the Association to grant the Developer the necessary easements with thirty (30) days of request for the same by Developer shall constitute an automatic conveyance of said easements to Developer.

3.10 Surface Water Management. It is acknowledged that the Surface Water Management System, drainage and storage system for the Property is one integrated system and shall be owned and operated by the Association. Accordingly, those portions of the Surface Water Management System contained within the Property shall be deemed Common Area and an easement is hereby created over portions of the Property necessary for the surface water drainage and storage and for the installation and maintenance of the Surface Water Management System for the Property; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Association has the power to accept into the Association subsequent phases as annexed property which subsequent phases will utilize the Surface Water Management System. If pursuant to the permitting requirements of any governmental authority the Surface Water Management System for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the Surface Water Management System for the Property. The Surface Water Management System of the Property shall be developed, operated, and maintained by the Association in conformance with the requirements of, and any permits or approvals issued by the WMD and any other controlling governmental authority. Except as hereafter provided, the Association shall maintain as a regular expense the entire Surface Water Management System for the Property in accordance with the Permit, including but not limited to all inlets, ditches, lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, water control structures, retention and detention areas, floodplain compensation areas, wetlands and associated buffer area, and mitigation areas, and all related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Association will have the right, but not the obligation, to maintain any portion of the Surface Water Management System for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Association will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the Surface Water Management System serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Association will have the right, but not the obligation, to maintain any portion of the Surface Water Management System for such other property reasonably required in connection with the maintenance or operation of the Surface Water Management System for the Property.

**ARTICLE IV**  
**COVENANT FOR ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of the Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments, including but not limited to the Annual General Assessments, Services Assessments, and Special Assessments (all as hereafter defined), as are established and are to be paid and collected as hereinafter provided (collectively, "Assessments"). The Assessments, together with interest thereon, late fees, and costs of collection thereof, as herein after provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest thereon, late charges, and cost of collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments shall pass to successors in title and both parties (seller and purchaser) shall be jointly liable for the Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot or any Dwelling Unit thereon.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to pay, perform, and carry out all costs and expenses relating, directly or indirectly, to the business and responsibilities of the Association (collectively, "Operating Expenses") including, but not limited to, the following: (a) construction, management, maintenance and care, repair, or replacement of the Common Areas (including walls or fences on the Common Areas); (b) certain Lot maintenance; (c) capital improvements; (d) insurance; (e) cash reserves (if any); (f) payment of taxes on the Common Areas; (g) promoting the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, their guests, and their tenants; (h) the maintenance and repair of the surface water or stormwater management systems including, but not limited to, services provided within retention areas, drainage structures, and drainage easements; and (i) administrative costs and expenses

4.3 Annual General Assessment. The Association shall levy in each of its fiscal years an annual general assessment against each Lot which is owned or occupied by a Person who is not the Developer, and which is not Exempt Property (the "Annual General Assessment") which shall be paid quarterly. Each Owner of a Lot, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association an Annual General Assessment of One Thousand Three Dollars (\$1,300.00) payable in quarterly installments of \$325.00 each or such greater amount as shall be determined by the Board of Directors from time to time, according to its estimate of the cost of providing services or rights of use which are common to all of the Lots pursuant to this Declaration.

4.4 Services Assessments. In addition to the Annual General Assessment and any other Assessment authorized herein, a services assessment may be levied by the Board of Directors against certain section(s) of neighborhoods of the Property or against any particular housing type, for special services which shall be determined by the Board of Directors according to the estimated cost of providing services or rights of use to the Lots in such section, which services or rights are not enjoyed by all of the Members of the Association (the "Services Assessment"). The amount of a Services Assessment shall be the same to each Lot in any section but need not be uniform with the Services Assessment imposed upon Lots in other sections. Before Turnover, the Board of Directors may not levy a Special Assessment unless a majority of the parcel owners other than the developer has approved the Special Assessment by a majority vote at a duly called special meeting of the membership at which a quorum is present.

4.5 Special Assessments. In addition to the Annual General Assessment and any other Assessment authorized herein, the Board of Directors may levy in any fiscal year of the Association, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Common Areas, including fixtures and personal property related thereto, or for any other purpose for which the Association is responsible ("Special Assessments"). Special Assessments may be levied against particular Lots or Owners (to the exclusion of others).

(a) Special Assessment for Specific Damage. Owners (on their behalf and on behalf of their children, tenants, and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain, or otherwise shall be directly liable to the Association for the cost of repairing damages or otherwise remedying the effects of their actions, and a Special Assessment may be levied against such Owner or Owners.

(b) Special Assessment for Exterior Maintenance on Lots. Each Owner, except as contemplated specifically herein, shall maintain the structures and grounds on his Lot at all times in a clean and attractive condition as provided elsewhere herein. Each Owner shall maintain the grass and landscaping located in the public right-of-way abutting such Owner's Lot. Upon an Owner's failure to do so, the Association may at its option, after giving the Owner five (5) days written notice sent to his/her last known address and/or to the affected Lot, take the actions the Association deems necessary to place that Lot and the improvements thereon in full compliance with this Declaration including, but not limited to, cutting that portion of the grass, weeds, shrubs, and vegetation which the Owner is to maintain (when and as often as the Association deems necessary), removal of dead trees, shrubs, and plants from such Lot, and having the Lot resodded or landscaped. All expenses of the Association for work performed or actions taken under this provision shall be a lien and Special Assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. No bids need to be obtained

by the Association for any such work and the Association shall designate the contractor or other service provider in its sole discretion.

4.6 Initiation Assessment. After a Lot has been initially conveyed by the Developer or a Builder to the initial Owner other than a Builder, an initiation assessment of Two Hundred Fifty Dollars (\$250.00) shall be due to the Association from the new Owner at closing. Each Initiation Assessment shall be paid to the Association concurrent with the conveyance or other transfer of title and shall constitute a lien against the applicable Lot until paid in full. The Board of Directors may from time to time increase the Initiation Assessment; however, the Initiation Assessment shall not increase during the time the Builder owns any Lots and thereafter not by more than one hundred dollars (\$100.00) during any calendar year unless the Owners approve a greater increase by majority vote. The Initiation Assessments may be used in the discretion of the Board of Directors for any purpose for which the Annual General Assessment may be used. The Initiation Assessment may sometimes be referred to as the "Initiation Fee."

4.7 Personal Obligation. The Annual General Assessments, Special Assessments, Services Assessments and any other Assessments set forth herein, together with such interest thereon and costs of collection thereof, as hereinafter provided, in addition to being a lien against the Owner Lot(s), shall also be the personal obligation of the Person who is the Owner of the Lot against which the assessment is levied at the time when the assessment fell due and the obligation of all subsequent Owners until paid.

4.8 Uniformity. Except as otherwise provided herein with respect to Special Assessments and Service Assessments, which may be imposed on one or more Lots and Owners to the exclusion of others, all Assessments imposed by the Association shall be imposed against all Lots equally.

4.9 Date of Commencement for the Annual General Assessment and the Initial Assessment and the Due Date for other Assessments. The Annual General Assessment shall commence for each Lot subjected to this Declaration on the first day of the month following the date of conveyance of the Lot to a Class A Member. The first Annual General Assessment and Service Assessment, if any, shall be adjusted according to the number of months remaining in the calendar year. The Annual General Assessments shall be payable in advance in quarter-annual installments or as determined by the Board of Directors. The due date of any Special Assessment, Initiation Assessment or Service Assessment shall be fixed in the Board resolution establishing such assessment.

4.10 Duties of the Board of Directors with respect to Assessments.

(a) The Board of Directors shall fix the commencement date and the amount of the Assessment against each Lot subject to the Association's jurisdiction for each assessment period to the extent practicable at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the Assessment shall be sent to every Owner subject thereto thirty (30) days prior to the due date for payment of the first installment thereof, except as to emergency Assessments. In the event no such notice of a change in the Assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

(c) The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association reporting on the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a management company, financial institution, or mortgage company responsibility for collection of Assessments.

(d) The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

4.11 Effect of Non-Payment and Remedies of the Association.

(a) If the Assessments (or any installment payment for an Assessment) are not paid on the date(s) when due (being the date(s) specified herein), then such Assessments (or installment(s)) shall become delinquent and shall thereupon, together with late charges, interest, and the cost of collection thereof as hereinafter provided, become a continuing lien on the Lot which shall bind that Lot in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both.

(b) If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not to exceed the greater of \$25 or five percent (5%) of the amount of each installment that is paid past the due date (provided that only

one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges); provided, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), or the next six (6) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest (at the highest rate allowable by law) from the dates when due until paid at the highest lawful rate.

(c) The Association may bring an action at law against the Owner(s) personally obligated to pay the Assessment and may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments and late charges are unpaid and may foreclose the lien (in the manner to foreclose a mortgage) against the Lot on which the Assessments and late charges are unpaid. The Association may pursue one or more of such remedies at the same time or successively and reasonable attorneys' fees and costs necessary for the collection of the unpaid Assessment including, but not limited to, preparing and filing the claim of lien and the complaint, shall be added to the amount of such Assessments, late charges, and interest. In the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action, and the Association shall be entitled to reasonable attorneys' fees in connection with any appeal of any such action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot.

(d) In the case of an acceleration of the next six (6) months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided, that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable Assessment or budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot shall be levied by the Association for such purpose.

(e) No Owner acquiring title to a Lot against which an Assessment is delinquent shall be entitled to enjoy or use the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been paid in accordance with the provisions set forth herein; provided, however, that the provisions of this sentence shall not be applicable to the Mortgagees and purchasers contemplated by Section 4.8, entitled "Subordination of the Lien". The Board shall also have the right to suspend any or all voting rights of any Owner who has failed to pay Assessments due from him within ninety (90) days after such Assessments become due.

(f) It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder. Notwithstanding the foregoing obligations, the Association may compromise or settle any claim(s) for delinquent Assessments upon terms which the Board, in its sole discretion, deems reasonable and in the best interest of the Association.

(g) All Assessments, late charges, interest, penalties, fines, reasonable attorneys' fees and costs, and other sums provided for herein shall accrue to the benefit of the Association.

4.12 Lien. The Association shall have a lien on each parcel to secure the payment of Assessments and other amounts due to the Association, including but not limited to fines (as set forth herein) and for any work performed by the Association on behalf of the Parcel Owner as set forth in 4.14 below.

4.13 Subordination of the Lien. The lien of the Assessments provided for in this Article shall be a lien superior to all other liens except real estate tax liens and the lien of any first mortgage to any Institutional Lender now or hereafter encumbering a Lot. Notwithstanding the foregoing, an Institutional Lender mortgagee (when in possession), a receiver and, in the event of an anticipated/pending foreclosure, any purchaser at a foreclosure sale, any mortgagee acquiring a deed in lieu of foreclosure and all persons claiming by, through, or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after the date of such foreclosure sale (or the date of the conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment and divided equally among, payable by, and a lien against all Lots subject to Assessments. No purchaser at a foreclosure sale and no persons claiming by, through, or under an Institutional Lender acquiring title to a Lot through foreclosure or a deed in lieu thereof, shall be personally obligated to pay Assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

4.14 Access at Reasonable Hours. The Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day for the purpose solely of performing exterior maintenance on the Lot, and shall also have a reasonable right of entry upon any Lot to make emergency repairs or to do other work reasonably necessary for the proper maintenance or operation of the Development.

4.15 Developer's Assessment. Notwithstanding anything contained in this Declaration to the contrary, prior to Turnover, Developer shall have the express right (but not the obligation),

to pay, in its sole discretion, (a) any Operating Expenses incurred by the Association that exceed the Annual or Special assessments receivable from Class "A" Members of the Association and Builders, and other income of the Association (the "Deficit"), or (b) pay Annual or Special assessments (in installments as applicable) on Lots or Dwelling Units owned by the Developer at the applicable rate for such Assessments established Lots. For purposes of the foregoing Deficit funding arrangement, Developer need not subsidize or pay replacement reserves or capital expenditures, or cash shortfalls caused by delinquencies of Owners' payment of any such assessments. Developer, at its option, if it elects to pay the Deficit as aforesaid, may thereafter elect, by written notice delivered to the Association at any time, to abandon such method of Deficit funding and commence payment of the Assessments thereafter falling due for the Lots or Dwelling Units then owned by Developer, prorated as of the date of such notice. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot or Dwelling Units owned by the Developer shall thereafter be assessed at the applicable rate of Assessments established for Lots or Dwelling Units owned by Class "A" Members. Developer shall be assessed only for Lots or Dwelling Units which are subject to the operation of this Declaration. Should Developer, in its sole discretion, elect to fund Deficits caused by delinquencies of Class "A" Members' payment of assessments, in its sole and absolute discretion, then such funding shall be considered a loan to be paid back by the Association to Developer based upon terms to be determined under a separate loan agreement. DEVELOPER DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DEVELOPER ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DEVELOPER SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(b), FLORIDA STATUTES (2019). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2020) (OR EQUIVALENT STATUTORY PROVISIONS FROM TIME TO TIME), ARE NOT APPLICABLE TO THE DEVELOPER OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DEVELOPER.

4.16 Trust Funds. The portion of all Assessments collected by the Association for reserves for future expenses (including the reserve fund set forth below) and the entire amount of all Special Assessments shall be held by the Association for the Owners of all Lots, as their interest may appear, and may be invested in interest-bearing accounts, certificates of deposit, or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

4.17 Reserve Fund(s). The Association may establish and maintain, out of Assessments, a reserve fund(s) for deferred expenditures, including but not limited to capital expenditures and deferred maintenance for the Common Areas.

4.18 Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from the Assessments created herein.

4.19 Builder Lot. Notwithstanding anything contained in this Declaration to the contrary, in the event of a sale of a Lot or Lots to a Builder ("Builder Lot"), no Assessment or estoppel fee provided for in this Declaration shall arise or commence regarding said Builder Lot until such time as the Lot is conveyed to a third party purchaser that is not a Builder, or a third party purchaser that is not a Builder takes occupancy of the Lot (with or without a Dwelling Unit located thereon), whichever is earlier. In furtherance of the foregoing, provided said Lot has been acquired from Developer and except as stated above, in no event shall a Builder be obligated to pay any Assessments whatsoever concerning its Lots including but not limited to start-up assessments, initial capital contributions, estoppel fees and Architectural Review Board review fees. Additionally, any purchaser of a Builder Lot or a Dwelling Unit from a Builder shall not be obligated to pay an estoppel fee to the Association or any management company. Prior to Turnover, Developer shall deficit fund as necessary regarding any Builder Lot pursuant to Section 4.15. After Turnover, to the extent assessments (other than individual assessments) shall become due regarding any Builder Lots under this Declaration or under Florida Law, Developer shall be and remain obligated to pay same.

## **ARTICLE V**

### **ARCHITECTURAL REVIEW BOARD**

5.1 Composition and Appointment of the Architectural Review Board. An Architectural Review and Board (the "ARB") may be appointed by the Board of Directors. The ARB shall initially consist of three (3) members but may thereafter be increased or decreased in size by the Board of Directors, from time to time. Members of the ARB shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in the membership of the ARB shall be filled by the Board of Directors to serve for the remaining portion of the term of the originally appointed member. If any vacancy shall occur, the remaining members of the ARB may continue to act until the vacancy has been filled. Any member of the ARB may be removed with or without cause by the Board of Directors. In the event that the Board of Directors fail to designate an ARB, the Board of Directors shall serve as the ARB. A majority of the ARB may take any action the ARB is empowered to take, may designate a representative to act for the ARB, and may employ personnel and consultants to act for it. The members of the ARB shall not be entitled to any compensation for any services performed. The ARB shall act on submissions to it within forty-five (45) days after receipt of the same (and all further documentation required).

5.2 Powers and Duties of the Architectural Review Board (ARB). The ARB shall serve as an architectural review board and shall regulate the external design, appearance, and location of the Dwelling Units, outbuildings, fences, animal enclosures in excess of twenty-five (25) square

fect, and any other allowed structure (collectively the "Structures") constructed or to be construction on all Lots to enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and to maintain a harmonious relationship among Structures, topography, and the Property. All Structures are subject to architectural review in accordance with this Article and the planning, construction and development criteria (the "Planning Criteria") adopted and revised from time to time by the ARB. The Planning Criteria shall be written and made available to all Builders within the Property and to all Owners and prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration. Any change in the exterior appearance of any building (including any change in the exterior color of the building, wall, fence, or other structure or improvements), any change in the appearance of the landscaping or the Lot, and any variations from certain requirements as set forth in Article VI of this Declaration shall be deemed an alteration requiring approval of the ARB under this Section.

5.3 Submissions of Plans to Architectural Review Board for Approval. Except for such Structures as may be constructed by the Developer, no site work, utility extension, drainage improvement, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing Structure, including the change of exterior color, or improvement, shall be commenced, or erected until the plans showing such details as to the size, design, shape, finished grade elevation, height, materials and color of the same, and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, have been approved in writing by the ARB. All such improvements must further conform to the Planning Criteria and no plans shall be approved by the ARB if they are not in conformity with same. It is the Developer's intention that all utility service be provided by underground lines or other services. All improvements, changes and alterations shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees, although the ARB shall have no obligation to confirm same, and no responsibility in the event it is determined there is some noncompliance or violation of applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Until such time as any improvements, changes and/or alterations have been submitted to and approved by the ARB, no Owner (and/or designee thereof) shall make application for a building permit from the applicable governmental agency. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires. The foregoing plans and specifications shall be in in writing and shall be in such form and shall contain such information as the Architectural Review Board may reasonably require, which may include:

(a) A site plan showing the location of all proposed and existing Structures on the Lot and all existing Structures on adjoining Lots;

(b) Exterior elevations for the proposed Structures;

(c) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed buildings; and

(d) Description of the plans or provisions for landscaping or grading.

(e) Name, address and insurance coverage of general contractor retained to perform the construction services.

5.4 Approvals/Disapprovals. Any approval or disapproval of a requested action by the Architectural Review Board shall be in writing. All applications will be considered on a case-by-case basis by the ARB. In denying an application, the Architectural Review Board shall specify the reasons for such denial. The ARB may approve an application subject to such conditions and qualifications as the Board of Directors deems appropriate to enforce the architectural provision of this Declaration. Refusal by the ARB to approve a submission may be based on any ground, including purely aesthetic grounds. Any decision or determination by the ARB may be appealed by a Member affected thereby to the Board of Directors upon written notice to the Board of Directors but such appeal must be received by the Board of Directors in writing within thirty (30) days of the receipt by the Member of the ARB's disapproval of the application. Upon receipt of the Notice of Approval the Board of Directors shall within thirty (30) days either affirm or reverse the decision of the ARB. The decision of the Board of Directors shall be a final decision.

5.5 Failure of the ARB to Act. If the ARB shall fail to act upon any request submitted to it within forty-five (45) days after complete submission thereof in a form acceptable to the ARB, such request may be submitted by the Member directly to the Board of Directors for approval. If the Board of Directors fail to act within forty five (45) days after receipt of the written submission to the Board of Directors, then such request shall be deemed to have been approved as submitted, and no further action shall be required. Submission of incomplete plans shall not be considered valid submissions triggering the deadlines stated above and shall not be recognized by the ARB or the Board of Directors.

5.6 Rules, Regulations, and Policy Statements. The ARB may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time-to-time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act. The ARB shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:

(a) The ARB shall hold regular meetings as necessary. Meetings of the ARB may be called by the Chairman and by a majority of the members of said Board;

(b) A majority of the members of the ARB present at any meeting shall constitute a quorum;

(c) The ARB shall maintain minutes of its meetings and a record of the votes taken at the meetings;

(d) All meetings of the ARB shall be open to the Members of the Association and any vote of the ARB shall be taken at an open meeting. Nothing contained herein, however, shall prevent the ARB from meeting in closed session or executive session in accordance with State and Federal laws or regulations; and

(e) A copy of all minutes, rules, regulations, and policy statements of the ARB shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested Member at reasonable cost or shall make such minutes, rules, regulations and policy statements available to any Member for copying.

5.7 Expenses of the Architectural Review Board. The ARB may charge reasonable fees for the processing of any requests, plans, and specifications including consultation with a professional. The Association shall pay all ordinary and necessary expenses of the ARB; provided however, no member of the ARB shall be paid any salary or receive any other form of compensation, at the expense of the Association, except upon authorization by the Board of Directors and upon approval by: (a) sixty-six and two thirds percent (66 2/3 %) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum of fifteen percent (15%) is present; and (b) the Class B Member voting in person or by proxy at such meeting (if applicable).

5.8 Right of Entry. The Association and the ARB through their authorized officers, employees, and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this this Declaration, without the Association or the ARB and their authorized officers, employees, and agents being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

5.9 Non-Compliance. In the event the ARB or Board of Directors determines that a Lot Owner is not in compliance with Approved Plans for Construction, placement, remodeling, or alteration of any Structure, a stop work order may be issued whereupon the Lot Owner and his or

her contractor agent shall cease and desist all construction related work until Lot Owner corrects any deficiencies in the work performed and/or compliance with the approved plans.

5.10 Land Development Activity The foregoing provisions shall not be applicable to the Developer or its affiliates or to construction activities conducted by the Developer or such affiliates.

**ARTICLE VI**  
**GENERAL RESTRICTIONS ON THE USE OF LOTS**  
**AND IMPROVEMENTS TO BE MADE THEREON**

6.1. Applicability. The provisions of this Article VI shall be applicable to all Property, and the Owners thereof, but shall not be applicable to the Developer or property owned by the Developer.

6.2. Zoning Regulations. The Property shall not be used for any purpose other than as permitted in the Hillsborough County zoning ordinances or the laws, rules, or regulations of any governmental authority in force and effect on the date of recording of this Declaration as the same may be hereafter amended. No building shall be erected, altered, placed, or permitted to remain on any such Lot other than one used as a single-family dwelling. This restriction shall not apply to any use for which a special exception under local government zoning ordinances or other governing regulations, as the same may be hereafter amended, is granted provided such use is approved in writing by the Architectural Review Board. The right to further limit or restrict the use of a particular Lot is reserved under the provisions hereof.

6.3. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family house not to exceed two (2) stories in height. No dwelling shall contain less than three thousand (3,000) square feet of air-conditioned area under roof, exclusive of screened area, open porches, terraces, patios and garage. Temporary uses by Developer and its affiliates and Builder for model homes, sales displays, parking lots, sales offices, and other offices (or any one or combination of such uses) shall be permitted. No changes may be made in buildings erected by the Developer or its affiliates (unless such changes are made by the Developer) without the consent of the ARB as provided in Article V of this Declaration. No screening of porches or screen doors shall be allowed on the front façade of homes.

6.4. Dwelling Unit Setbacks. All Dwelling Units must have the following setbacks:

- (a) Front yard – minimum one hundred fifty (150) feet from the right-of-way unless a special circumstance exists as determined and approved by the Developer and/or ARB.
- (b) Rear yard – minimum fifty (50) feet.
- (c) Side yard - minimum fifteen (15) feet.

6.5. Dwelling Unit Features; Roof, Hurricane Shutters and Awnings. All building materials for any Structure must be approved by the ARB. All roofs shall be standing seam metal roofs, slate, tile or architectural shingles and must be approved in advance by the ARB. All roofs shall be architecturally designed and shall have a dimensional rating of 25 years or better. Three-tab shingle roofs and shake roofs are prohibited. All gutters must be a minimum of six (6) inch width and match the fascia or screen enclosure in immediately adjacent locations. Plywood or metal shutters/panels may be applied for protection against hurricanes but must be removed when the storm has cleared within forty-eight (48) hours. Any track or panel mounting support must remain in place and must be painted to match the color of the Dwelling Unit. All awnings must be constructed of cloth, may only be installed at the rear of the Dwelling Unit and may not be seen from the street. Plastic awnings are prohibited.

6.6. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which: (a) is a source of annoyance, embarrassment, or discomfort to Owners or their tenants or invitees; (b) interferes with the peaceful possession and proper use and enjoyment of the Property; or (c) is improper, unsightly, offensive or an unlawful use of any Lot, Dwelling, or Common Area and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as to not cause or produce any of the following effects, which are discernible outside any Dwelling: (a) noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; (b) smoke or any noxious, toxic or corrosive fumes or gases; (c) obnoxious odors; (d) dust, dirt or fly ash; (e) unusual fire or explosive hazards; (f) vibrations; and (g) any actions which interfere with normal television, radio or other telecommunication reception by other Owners.

6.7. Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents, shacks, or on-demand storage units shall be permitted on the Property, at any time or used at any time as a residence, either temporarily or permanently, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction.

6.8. Signs. No sign of any kind shall be displayed on any Lot except: (i) only one sign of not more than five (5) square feet advertising the Lot for sale or for rent (in accordance with any design standards approved by the Architectural Review Board); and (ii) any sign used by a Builder to advertise the Builder's company during the construction and sales period. No sign of any kind shall be permitted to be placed on the outside walls of a residence, any fences on the Property, the Common Areas, dedicated areas (if any), or entry ways within the Property.

6.9. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying, oil wells, tunnels, mineral excavations or shafts, or mining operations of any kind shall be permitted upon or in the Property or any Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or any portion of the Property.

6.10. Pets, Livestock and Poultry. No animals, or livestock or poultry of any kind shall be raised, bred or kept within the Property other than a maximum of two (2) horses and household pets such as birds, fish, dogs, and cats, (collectively "Animals") provided they are not held or offered for sale, or maintained or bred for any commercial use, or for any animal rescue program, and provided that they do not become a nuisance or annoyance to any other Owner and in such number as may from time to time be determined by the Association. All Animals must be either kept in a fully fenced area ("Enclosed"), or leashed, tethered or otherwise restrained when outside, and shall not be permitted to run loose. No animals shall be permitted to place or have excretions on any portion of the Property other than the Lot of the Owner of the Animal unless the Owner of the Animal physically removes any such excretions from that portion of the Property. All improvements for the housing or enclosure of Animals must be made of wood or masonry, may not be larger than 1,500 square feet, must be located behind the Dwelling Structure screened from street view. and the design and color of all improvements for the housing or enclosure of Animals must meet appearance guidelines approved by the Association or ARB.. Any Animal enclosure in excess of twenty-five (25) square feet in size shall be approved by the ARB. No Animals shall be permitted to remain on the Property if it or they are unlawful, dangerous, habitually annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing.

6.11. Visibility at Intersection. No obstruction to visibility at street intersections or Common Area intersections shall be permitted and visibility clearances shall be maintained as required by law.

6.12. Exterior Appearance The paint, coating, stain, and other exterior finishing colors and materials on all residential buildings shall be warm earth tones, neutrals, and natural colors with accent colors (earth tones) in accordance with the existing color chart of the Development, shall be approved by the ARB and shall be maintained by the Owners as originally installed. Prior

approval by the ARB shall be necessary before any such exterior finishing color or material of any structure is changed.

6.13. Vehicles. No vehicle may be parked on the Property except on driveways, in garages or behind walls. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Lot. Trailers, boats, campers, trucks, and motorized recreational vehicles may be parked on the Property inside a garage, behind a wall or placed so they are not visible from the street or from any other Lot. No truck, bus, taxicab, van, trailer, or other commercial or noncommercial vehicle or equipment, and house trailer, camper, boat, trailer for boat or other water craft, horse trailer, or other recreational vehicle or other equipment (whether motorized or towed)(collectively the "Prohibited Vehicles") shall be permitted to be parked or stored at any place on the Property for a period longer than four (4) consecutive hours unless parked within an enclosed garage or placed so they are not visible from the street or any other Lot. No Lot shall be used for the regular storage or parking of more than two (2) commercial vehicles. This prohibition on parking shall not apply to any vehicles of the Developer or its affiliates or the Builder and its affiliates. For purposes of this Section, a commercial vehicle shall include, but is not limited to the following: (a) any vehicle used by a business for the transportation of goods, equipment, materials, or for the transportation of personnel; (b) any vehicle bearing the name of a business or other signage, commercial markings, or advertising (other than the name and logo of the vehicle's manufacturer); (c) any vehicle to which racks, railings, or other devices have been attached for the transportation of materials or equipment (other than the bed of an ordinary pickup truck); (d) any other vehicle not customarily used for personal or family transportation; and (e) any vehicle including permanent attachments to the vehicle which exceeds six (6) feet eight (8) inches feet in height. No vehicles or automobiles shall be permitted to be parked or to be stored on easement areas, buffer areas, or any drainage easement within the Property. No vehicles or automobiles shall be permitted to be parked or to be stored on a road right-of-way within the Property overnight. Any vehicle parked in violation of this Article (or the rules and regulations adopted by the Association to implement this Article) may be towed by the Association at the sole expense and risk of the vehicle's owner if such vehicle remains in violation from the time a notice of violation is placed upon it. The Association shall not be liable to the owner of the vehicle for trespass, conversion, damages, or otherwise, by reason of such towing, and neither removal of the vehicle nor failure to provide notice of the violation to the vehicle's owner shall be grounds for relief of any kind. Once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting. Each Lot Owner shall also comply with County ordinances and laws regarding parking, storage, repair or maintenance of vehicles as the same may be in force at such times and from time to time. Each owner who accepts a deed to a Lot acknowledges that any such ordinance or law may be more restrictive than the restrictions contained in this Declaration.

6.14. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited, dumped, or disposed of within the Property, except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be County required containers or rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity, and well-sealed. Such containers may not be placed out for collection sooner than twenty-four (24) hours prior to scheduled collection and must be removed within twelve (12) hours of collection. No trash container when stored shall be visible from street. In the event that governmental disposal or collection of waste is not provided to individual Lots, garbage, refuse, trash, or rubbish shall be deposited by each Owner in a dumpster designated by the Association and shall be collected by a private entity hired by the Association. Notwithstanding the foregoing, no trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling or placed within an enclosure or concealed by means of a screening wall approved by the ARB. No burning of trash or other waste material shall be permitted on any Lot.

6.15. Fence. The design, material and location of all fencing must be approved in writing by the ARB prior to installation. All fences shall be black painted four board and constructed of wood as depicted on Exhibit D attached. A "no climb" fence feature may be attached to the inside of the four board wood fence for the purpose of animal control as approved by the ARB. All fences shall have a maximum height of five (5) feet. All fences shall comply with County zoning mandates. Privacy fencing, including vinyl and wood is prohibited. The ARB may adjust the setback at their discretion for the fence due to an abutting house location. The composition, location, and height not specified herein of any other fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. No fence connecting to a perimeter wall shall at the intersection with the perimeter wall exceed the height of the perimeter wall. To the extent tapering is necessary to ensure no fence so exceeds the height of a perimeter wall, such tapering shall commence at a standard rate at least eight (8) feet before the intersection of the fence and wall. Chain link and barbed wire fencing is prohibited. Landscaping, as approved by the ARB, may be utilized for screening but may not exceed a maximum height of five (5) feet.

6.16. Gates. Entrance and other gates shall be allowed on a Lot up to a maximum height of six (6) feet. The entrance gate shall be located a minimum of fifty (50') feet from the right-of-way pavement edge. The design, material and location of all gates must be approved in writing by the ARB prior to installation. All gates shall be a "natural" and "equestrian" look and may appear as weathered wood or wrought iron and/or iron with stone entrance columns.

6.17. Driveways, Sidewalks and Walkways. All driveway access points, sidewalks and walkways must be a paved hard surface. All driveway access points to properties must be paved 10 feet in full width from the road right-of-way pavement for at least 50 feet internal to the property. Pavement shall continue to the garage door and must consist of concrete or brick pavers with a minimum width of twelve (10) feet. All vehicle tire tracking areas on the driveway shall be on a paved surface, although non tire tracking areas (such as middle of driveway) may be of pervious surface such as grass or gravel. All driveways, sidewalks and walkways must be in permanent and stable condition. Poured concrete curbing must conform to the color of the material/structure to which it is attached. Vinyl and metal curbs may not protrude beyond the height of the mowed grass on any Lot.

6.18. No Drying. To the extent lawful, no clothing, laundry, or wash shall be aired or dried out of doors on any portion of the Property.

6.19. Unit Air Conditioning, Reflective Materials and Window Treatments. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil or other materials (except standard window treatments) placed in any window, glass door, glass, or surface, except such as approved by the ARB for energy conservation purposes. No stickers, decals, signs, or lights of any kind shall be placed on inside or outside of windows or doors. No temporary or permanent interior or exterior window treatments (except standard window treatments) shall be allowed such as sheets, cardboard, newspaper or other similar materials. Drapes blinds or other window coverings that are visible from the outside must be compatible with the house style and colors. Window film may be applied for purposes of protection from UV rays; film must be clear to 20% tint and may not be reflective.

6.20. Out Buildings.

(a) Sheds. Small Sheds are not intended to be permitted on the Property. Special need shed requests can be submitted for review and approval by the ARB, but does not guarantee approval.

(b) Guest House/Barndominium. If approved by the County, one (1) guest house or "barndominium" used for residential purposes only is allowed on a Lot provided it meets the minimum setbacks required by the County. Any guest house or barndominium must match the design and style of the Dwelling Unit and are subject to the prior written approval of the ARB and such approval shall depend on the Structure being constructed with materials and color tones similar to the Dwelling Unit. A guest house or bardominium may not exceed 1,500 square feet in total. A guest house or bardominium may only be constructed on a Lot wherein a residential Dwelling is located or is under construction thereof. If approved by the County, the detached garage the detached bardominium may be used for vehicles, recreational vehicles and horses and

may have a residential component. In the event such detached barndominium has a residential component, no further guest house may be constructed on the Lot.

(c) Detached Garages. A detached garage up to 1,500 square feet which houses a minimum of two vehicles is required for any Dwelling Unit that does not have an attached garage. Detached garages up to 1,500 square feet may be constructed on a Lot regardless of whether or not a residential dwelling is located on such Lot or is under construction thereof. The detached garage shall be constructed in the same manner as the planned primary residence with regards to siding, style and roof color and must comply with the setbacks set forth herein. All plans shall first be submitted to the Architectural Review Board in accordance with Article V. If approved by the County, the detached garage the detached garage may be used for vehicles, recreational vehicles and horses and may have a residential component. In the event such detached garage has a residential component, no further guest house or barndominium may be constructed on the Lot.

6.21 Landscaping. Landscape plans shall be submitted to the ARB and approved within six (6) months of the completion of the Dwelling Unit and all landscaping shall be completed within one (1) year of the completion of the Dwelling Unit. All shrubbery shall be no higher than four (4) feet in the front of the Dwelling Unit. The height of any plants shall be aesthetically pleasing when fully grown and shall blend with the harmony of the Development. The Lot landscaping (except for that portion to be maintained by the Association, if any) including, without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations shall be maintained by the Owner as originally installed unless prior approval for any change, deletion, or addition is obtained from the ARB. Lot Owners shall be responsible for mowing grass, edging driveways, sidewalks and curb lines, weeding planting areas, sweeping or removing dirt, clippings, and leaves from walkways, drives and roads, and trimming hedges, in order to give the appearance of weekly yard maintenance, especially during peak growing seasons. A minimum of ten thousand (10,000) square feet of the front or side of the Lot must be sodded or landscaped as approved by the ARB. All landscaping must extend to the front and sides of the Dwelling Unit. All lawns and landscaping must be irrigated. Sodding and a sprinkler system will be required on all yards, in accordance with the laws and ordinances of the County as the same may be in effect from time to time. "Yard" as used herein shall mean all the land within the property boundaries which is not paved and the land between the property line and the back of curb of the roadway. Meandering sidewalks and street trees shall be placed according to the approved subdivision construction plans. Each house must have shrubs in front, ten (10) feet back on side yards, and in front of all fencing. Three (3") inch diameter oak trees must be planted along the right of way line frontage every 75 feet. . Corner lots shall be required to continue the oak trees along the side yard. The oak trees shall be located between the sidewalk and the back of the curb. The requirement for street trees may be waived by the ARB in the event existing trees have been saved as part of the original home construction. Nothing contained in this document shall be interpreted so as to prohibit any Owner

from implementing Florida-friendly landscaping, as defined in Section 373.185 of the Florida Statutes, on his or her Lot or create any requirement or limitation in conflict with any provision of part II of Chapter 373 of the Florida Statutes or a water shortage order, other order, consumptive use permit or rule adopted or issues pursuant to part II of Chapter 373 of the Florida Statutes.

6.22 Tree Removal. Except by the Developer, trees measuring six (6) inches or more in diameter at three (3) feet or more above ground level shall not be cut or removed without the prior written consent of the Architectural Board; provided, however, trees located within six (6) feet of a Dwelling as approved by the Architectural Review Board may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the Architectural Review Board has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. No removal or substantial pruning of any tree located in any Common Area shall occur without the prior written consent of the County. Removal of trees may be subject to municipal codes and, prior to removal of any trees, Owners shall contact the municipality regarding its procedures.

6.23 Swimming Pools. Any swimming pool constructed on any Lot shall be subject to the following restrictions, reservations, and conditions:

(a) On interior Lots, the outside edge of any pool shall be setback from the side and rear Lot lines distances at least equal to the setbacks required for the residence on that Lot either by this Declaration or by applicable zoning restrictions, whichever setback distance is greater. Corner Lots will be reviewed by the Architectural Review Board on an individual basis;

(b) Pool screening may not be higher than sixteen (16) feet or the higher edge of the roof, whichever is lower;

(c) No overhead electrical wires shall cross the pool. All pool lights other than underwater lights must be four (4) feet from the edge of the pool; and

(d) The pool itself must be enclosed with a fence not less than five (5) feet in height. If pool screening for privacy is desired, this can be achieved with black wrought iron style fence with vegetation such as viburnum or podocarpus. No solid type vinyl fencing shall be allowed. The entrance gate to the backyard, or to the pool, is to be constructed with a self-closing latch placed at least forty (40) inches above the ground. The fence of a neighbor, where sufficient to meet above standards, may be utilized to secure a pool.

(e) No above-ground pools are permitted.

6.24 Antennas and Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus greater than one (1) meter in diameter for the transmission of television, radio, satellite, or other signals shall be placed, allowed, or maintained upon any portion of a Lot. The placement and location of antennas and satellite dishes that are less than or equal to one (1) meter in diameter shall be subject to reasonable restrictions of the Architectural Review Board, shall not exceed thirty (30) inches in length, and shall only be affixed to the side or rear of the Dwelling Unit out of view from the roadway. No short-wave operations of any kind shall operate from any Lot.

6.25 Air Conditioning Units, Gas Storage Tanks and Other Exterior Equipment. All fuel tanks, oil tanks, storage receptacles, air conditioning units (either central or wall type), gas storage tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot, and shall not be placed on the front of any Dwelling Unit, side yard of a corner Lot or otherwise placed or located so as to be visible from any public street. All above mentioned equipment shall be installed only within an approved accessory building or screened area that has been approved by the ARB (and complies with the standards established by the ARB) and which matches the material and color tone of the Dwelling Unit, or buried underground. All gas tanks shall be buried. Failure to maintain such screening may result in Association action.

6.26. Increase in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Common Areas.

6.27. Casualties. In the event that improvements on a Lot, in whole or in part, are destroyed by casualty or otherwise or any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association as set forth herein) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

6.28. Yard Accessories and Play Structures. All yard accessories and play structures, including basketball backboards, tree houses, and any other fixed games, shall be located in the rear yard of the Dwelling Unit (behind back wall of the Dwelling Unit) so that they cannot be seen from the street. All yard accessories and play structures on all Lots shall be obstructed from view at the street by either the home, a six (6) foot fence, or a planted hedge that is capable of growing to six (6) feet in height within two (2) years (such as a viburnum). Permanently mounted basketball structures/hoops (including above the garage or mounted to a permanent pole) will not be allowed unless approved by the ARB in front of the rear wall of the home. Portable basketball hoops and backboards must be stored out of site of the front of the home when not in use.

6.29. Developer Reservation. Any provision of this Declaration to the contrary notwithstanding, until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of Developer's planned improvements and the sale of the Lots. Developer may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots, the display of sign, and the use of Lots for vehicular parking. Without limiting the generality of the foregoing (except only when the express provisions of this Declaration prohibit the Developer from taking a particular action) nothing in this Declaration shall be understood or construed to prevent or prohibit Developer from any of the following:

(a) Doing on any property owned by it whatever it determines to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Developer deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by the Developer at any time and from time to time, without notice);

(b) Erecting, constructing and maintaining on any property owned or controlled by Developer such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise;

(c) Conducting on any property owned or controlled by Developer, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots by sale, lease or otherwise;

(d) Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Property;

(e) Maintaining such sign or signs on any property owned or controlled by Developer as may be necessary or desired in connection with the operation of any Lots owned by Developer or the sale, lease, marketing or operation of Lots;

(f) Filing Supplemental Declarations which modify or amend this Declaration, which add or withdraw Additional Property as provided in this Declaration, or otherwise limit or impair the Developer from effecting any action which may be required of Developer by the County, County, or any other federal, state or local governmental or quasi-governmental agency in connection with the development and continuing operation of the Property;

(g) Modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property or utilizing all or portions of the Common Property for construction access or staging (provided that same does not impair existing access or utility services to the Lots); or

(h) Causing utilities to be available to all portions of the Property, including, but not limited, to the granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

6.30 Mailboxes. Community mailboxes may be provided by the U.S. Post Office and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office, unless approved by the Architectural Review Board due to the physical condition of a homeowner. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service approved mailbox meeting the requirements of this section. A gloss black aluminum ribbed mailbox shall be center mounted on a gloss black three (3) inch diameter aluminum post with grooving (not a smooth post) and base plate with no angle brackets to the post. Except for identifying numbers and letters the mailbox and post shall be solid gloss black with no other decorative features. The intent is for all mailboxes, posts, and letters to be very similar throughout the property.

6.31 Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street. Any Lot Owner may construct an access ramp if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

a. The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

b. Plans for the ramp must be submitted in advance to the ARB. The ARB may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

c. The Lot Owner must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Lot requiring the access ramp. Certification used for Section 320.0848, Florida Statutes shall be sufficient to meet the affidavit requirement.

6.32 Yard and House Ornaments. No lawn ornaments of any kind shall be displayed as can be viewed from the street, unless approved by ARB, including but not limited to the following: (a) pink flamingoes or similar displays; (b) landscape boulders; (c) white rocks (tan rocks are

approved for mulch material under hedges); (d) driveway lighting; (e) stepping stones; (f) bird baths; (g) water fountains; (h) wall decorations, including family names; (i) wall planters; and (j) swings. All lawn ornaments shall be placed either in flower beds or garden areas adjacent to the Dwelling Unit. Fountains may not exceed eight (8) feet in height, including pedestal/base. Holiday or religious decorations can be displayed in such a manner and for a duration as not to be a nuisance as determined by the Architectural Review Board. In no event shall holiday or religious decorations be displayed for more than ninety (90) days in any given year. Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement and the Owner may display one portable, removable United States flag or official flag of Florida in a respectful manner, and one portable, removable official flag that is not larger than 4.5 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag on the flagpole without ARB approval. The flagpole and flag display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained herein.

6.33 Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any street and that their visibility from surrounding Lots is restricted as much as practical. Any approval of the ARB shall require that solar panels be installed on roofs on either side of the Dwelling Unit, and not on the front of the Dwelling Unit. Any approval of the ARB shall require that solar panels must lay flat on the roof.

6.34 Reconstruction. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any Common Areas or any part or parts thereof shall be in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Architectural Review Board. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any improvements or any part or parts thereof shall be in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Architectural Review Board, including but not limited to house design, construction materials, paint color schemes, shingle style and colors.

6.35 Well. Each Lot shall have a Well installed on it for potable water for which the Lot Owner shall be responsible for operating and maintaining at Lot Owner's sole cost and expense.

6.36 Screens. No visible garage screens or framing are allowed. Any affixed garage screens must roll completely under the garage door. Screen room additions to the rear of the home

may not extend past the side of the home. Bronze is the only acceptable color for framing when screening or rescreening an existing patio.

6.37 Lighting. Any exterior lighting must be approved by the ARB prior to installation and must enhance the aesthetic appearance of the garden areas, tree bases and must be pointed at the front of the Dwelling Unit. Any exterior lighting must not be so bright that it disturbs the neighbors. Any lighting fixtures must not exceed two (2) feet in height and must be a dark color to match the design of the Dwelling Unit.

6.38 Mobile Homes. Mobile homes, Manufactured Homes and/or House Trailers (single wide or double wide) shall not be permitted as permanent structures or residences even if they are fitted or attached to no longer be mobile or portable, anywhere on a Lot. Notwithstanding the provisions set forth in Section 6.13, a camper or motorized recreational vehicle, such as a motor home, shall be allowed on a Lot for the purpose of overnight guests no more than seven (7) consecutive days and not more that a total of thirty (30) days per year. Campers and motorized recreational vehicles, such as motor homes, may not be otherwise occupied as permanent or temporary residences on a Lot.

## **ARTICLE VII** **ENFORCEMENT**

7.1. Compliance by Owners. Every Owner shall comply with the easements, restrictions, conditions, and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors.

7.2. Enforcement. Failure of an Owner to comply with the easements, restrictions, and covenants set forth herein and any and all rules and regulations which may be adopted by the Board of Directors shall be grounds for immediate action which may include, without limitation, any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants. The Owner shall be responsible for all costs of enforcement of the provisions of this Declaration, including reasonable attorneys' fees actually incurred and court costs. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to all remedies expressly provided in this Declaration, the Developer and the Association shall have the right to enforce this Declaration by all remedies (including without implied limitation the imposition of fines and penalties) that may be permitted in Section 720.305 of the Florida Statutes and this Declaration shall be deemed to include all procedures and conditions prescribed by those statutes for the exercise of the statutory remedies.

7.3 Transfer of Surface Water Management System. The Association shall exist in perpetuity. However, should the Association dissolve, the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Area shall be conveyed to one of the following: (i) local governing unit, municipal service taxing unit or special taxing unit, (ii) active water control district created pursuant to Chapter 298, Florida Statutes, drainage district created by special act, special district defined in Chapter 189, Florida Statutes, community development district created pursuant to Chapter 190, Florida Statutes, special assessment district created pursuant to Chapter 170, Florida Statutes, or water management district created pursuant to Chapter 373, Florida Statutes, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, stormwater, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "Approved Entity"). The Approved Entity must have the powers listed in Section 12.3.4(b)1. through 8. of the WMD Applicant Handbook Volume 1 effective June 1, 2018 (the "WMD Handbook"), the covenants and restrictions required in Section 12.3.4(c)1. through 9. of the WMD Handbook, and the ability to accept responsibility for the operation and maintenance of the system described in Section 12.3.4(d)1. or 2. of the WMD Handbook.

7.3.1 Amendments Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the Surface Water Management System, conservation areas or water management portions of Common Area shall be submitted to the WMD for review prior to finalization of the Amendment. WMD shall determine if the proposed Amendment will require a modification of the Permit or Surface Water Management System. If a Permit modification is necessary, the modification must be approved by WMD prior to the Amendment of the Declaration.

7.3.2 Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the Surface Water Management System and drainage of the Property without the prior written approval of the Association, the WMD or any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which

would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the Surface Water Management System, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted unless required or permitted by the WMD. If the Development includes wetland mitigation areas or wet detention ponds, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written consent of the WMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, the Association, the WMD or any appropriate governmental agency that may require access to carry out obligations set forth in the Permit. No person shall fill, dike, riprap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the Association and WMD. If such actions are permitted by the Permit and WMD, the Declarant or Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in water management areas are strictly prohibited. If the Permit requires monitoring or maintenance of the wetland mitigation areas, the Association shall allocate sufficient funds in its annual operating budget to complete such monitoring or maintenance until WMD determines that areas are successful in accordance with the Permit. ALL RECREATIONAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, BOATING, SWIMMING, WADING OR FISHING, IN WATER MANAGEMENT AREAS OR ANY BODY OF WATER IN THE DEVELOPMENT ARE STRICTLY PROHIBITED.

7.3.3 Littoral Areas. The ponds and wetlands within the Development may contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the WMD. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp.

7.3.4 Rights of WMD. The WMD has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System or any mitigation or conservation areas under the responsibility or control of the Association.

7.3.5 WMD Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration. Copies of the Permit and any future permit actions of the WMD shall be maintained by the Registered Agent of the Association for the benefit of the Association.

7.4. Remedies. In addition to all other remedies set forth in this Declaration, the Bylaws, the Articles, and as permitted by applicable law, the Board of Directors may, in the sole discretion, take the following actions against an Owner for failure of an Owner or his or her family, guests, invitees, or employees, to comply with any easements, restrictions, conditions, and/or covenants set forth herein and any and all rules and regulations which may be adopted by the Board of Directors, including but not limited to:

(a) Impose Fines. The Association may levy reasonable fines of up to \$100 per violation against any Member or any Member's tenant, guest, or invitee for the failure of the Owner of the parcel or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Association's Bylaws, or reasonable rules of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$10,000. Fines may be treated as an Assessment for purposes of collection; however, a fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the non-prevailing party as determined by the court;

(b) Suspend Use Rights. The Association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use Common Areas and facilities for the failure of the Owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association's Bylaws, or reasonable rules of the Association. If a Member is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee to use Common Areas and facilities until the monetary obligation is paid in full. Suspension of use rights must be approved at a properly noticed board meeting and, upon approval, the Association must notify the parcel Owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery;

(c) Suspend Voting Rights. The Association may suspend the voting rights of a parcel or member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a parcel or member which has been suspended by the Association may not be counted towards the total number of voting interest for any purpose, including but not limited to the number of voting interest necessary to constitute a quorum, the number of voting interest required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the governing documents. This suspension ends upon full payment of all obligations currently due or overdue to the Association. Suspension of Voting rights must be approved at a properly noticed board meeting and, upon approval, the Association must notify the parcel Owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery; and

(d) Lawsuits and Liens. The Association may seek to collect any fines or other amounts due and/or file any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants. The Owner shall be responsible for all costs of enforcement of the provisions of this Declaration, including reasonable attorneys' fees actually incurred and court costs.

7.5. Notice Procedure for Fine or Suspension. A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Board of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

7.6. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors subject to the provisions of this Declaration.

7.7. Non-Exclusive Remedy. Fines shall not be construed to be the exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

7.8. Applicable Law. To the extent applicable law regulates the imposition of fines by the Association, notwithstanding the procedures, restrictions, and other details prescribed above, the Association's right to impose fines shall conform to, and this provision shall be deemed amended to conform to, applicable law; and the Association's right to impose fines shall be coextensive with the maximum right permitted by the law.

## **ARTICLE VIII** **INSURANCE**

8.1. Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. All improvements located on the Common Areas, together with any and all fixtures, building service equipment, personal property, and supplies constituting the

Common Areas or owned by the Association (collectively the "Insured Property"), which shall be insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks that are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism, malicious mischief, and those covered by the standard "all risk" endorsement. Every casualty policy obtained by the Association shall have the following endorsements: (i) agreed amount and inflation guard; (ii) steam boiler coverage (providing at least \$50,000.00 coverage for each accident at each location), if applicable; and (iii) an appropriate endorsement covering the costs of changes to undamaged portions of the improvements (even when only a portion thereof is damaged by an insured hazard) if any applicable construction code requires such changes;

(b) Liability. Comprehensive general public liability and automobile liability insurance covering injury, loss, or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property (including, but not limited to, liability arising from lawsuits related to employment contracts to which the Association is a party), with such additional coverage as shall be required by the Board of Directors of the Association, but with a combined single limit liability of not less than \$1,000,000.00 for each accident or occurrence, \$100,000.00 per person, and \$50,000.00 property damage, and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa;

(c) Flood Insurance. Flood insurance covering the Insured Property shall be maintained by the Association if the Development is in a special flood hazard area or if the Association so elects. The amount of flood insurance shall be the lesser of: (i) one hundred percent (100%) of the current replacement cost of the Insured Property; or (ii) the maximum coverage available for the Insured Property under the National Flood Insurance Program;

(d) Fidelity Insurance or Bonds. Naming the Association as obligee and covering all directors, officers, and employees of the Association shall be maintained by the Association in amount which is the greater of \$10,000.00 or the maximum amount of funds that will be in custody of the Association at any time while the bond is in force; notwithstanding the foregoing sentence, however, such fidelity insurance or bond shall not be for an amount less than the sum of three (3) months assessments on all Lots, plus the Association's reserve funds for each person so insured or bonded;

(e) Other Insurance. The Association may also maintain worker's compensation insurance, windstorm insurance, or such other insurance as the Board of Directors may determine necessary, including, but not limited to, officers' and directors' liability insurance; and

(f) Cancellation. All policies of insurance and fidelity bonds shall provide that such policies and bonds may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insureds.

8.2. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that any increase in the premium occasioned by misuse, occupancy, or abandonment by Owners or any other action or omission of particular Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

## **ARTICLE IX NOTICES**

9.1. Notices to Member or Owner. In addition to such other manners for providing notice as are permitted or prescribed in this Declaration, the Bylaws, or the Articles of Incorporation, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been sent when personally delivered or mailed, postage-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. As an alternative to notice by mail, if a Member or Owner consents in writing, notice may be electronically transmitted to the Member or Owner.

## **ARTICLE X STANDARD DEVELOPMENT AND ANNEXATION**

10.1 Other Annexation of Property. The Developer in its sole discretion may at any time and including after Developer no longer holds a majority of the votes of the Members, subject or cause to be subjected other real property lying within the vicinity of the Property to the lien and scope of this Declaration (the "Additional Property"). The Additional Property may be subjected hereto by a recitation to that effect in an amendment to this Declaration which need be executed only by the Developer and the owner of such real property (if not the Developer) and shall be effective upon the recording of the amendment to this Declaration in the Public Records of Hillsborough County. The joinder, execution, or consent of the Association or any Owners shall not be required. The amendment shall describe the real property which is being made subject to the lien and scope of this Declaration and shall contain such other terms and provisions as the Developer deems proper. Upon the recording of an amendment adding Additional Property to the

lien and scope of this Declaration, the Additional Property described therein shall be owned, held, sold, conveyed, leased, mortgaged, and otherwise dealt with, subject to the easements, covenants, conditions, restrictions, liens, terms and provisions contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

10.2 Platting. As long as there is a Class B Membership, the Developer shall be entitled, at any time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property or Development without the consent or approval of an Owner.

10.3 Amendment. Prior to Turnover, the provisions of this Article X cannot be amended without the written consent of the Developer and any amendment of this Article X without the written consent of the Developer shall be deemed null and void.

10.4 Withdrawal. Developer reserves the right to amend this Declaration for the purposes of removing any portion of the Property (including, without limitation, Lots and Common area), provided however, that no such withdrawal may impair the access to any Lot, and said withdrawal is approved by two-thirds of the voting Members.

10.5 Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter by the Board.

## **ARTICLE XI** **GENERAL PROVISIONS**

11.1. Duration. The easements, conditions, covenants, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Architectural Review Board, and the Owners of any land subject to this Declaration and their respective legal representatives, heirs, successors, and assigns for a term of ninety-nine (99) years from the date this Declaration is recorded. After which time said easements, conditions, covenants, and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument to revoke this Declaration, which has been signed by the then Owners of seventy-five percent (75%) of all the Lots has been recorded. Provided however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

11.3. Amendment.

(a) Amendments Prior to the Turnover Date. Prior to 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 whatsoever; provided, however, no such amendment by Developer to this Declaration shall materially adversely affect the rights of a Builder or Lots owned by Builder, unless such amendment receives the prior written consent of such Builder, which consent may be withheld for any reason whatsoever. Developer shall make no such amendment that denies another Owner or an Institutional Lender any rights previously expressly granted hereby to that Owner or Institutional Lender. Furthermore, prior to Turnover, the Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property then owned by the Developer or its affiliates from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for the Property desired to be effected by the Developer. Prior to Turnover, the Developer specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Authority, Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or the County of Hillsborough. In the event that the Association desires to amend this Declaration prior to the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment.

(b) Amendments From and After the Turnover Date. After the Turnover Date, 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 the votes present (in person or by proxy) at a duly called meeting of the members in which there is a quorum. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover Date shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the voting interests.

(c) Any amendment to this Declaration or the covenants and restrictions herein, which alter any provision relating to the surface water or stormwater management system (beyond maintenance in its original condition), including the water management portion of the Common Areas, must have the prior approval of the Southwest Florida Water Management District.

(d) All of the foregoing amendment provisions are subject to Section 8.01(h) of the Reciprocal Easement Agreement by and between Graceland Village, LLC, a Florida Limited Liability Company, Cecile B. James, Cecile B. James, as Trustee of the Part C Trust for Susanna E. James under the James M. Burnett Revocable Trust, dated October 12, 1990, Helen C. James, John Matthew James, Scott M. James, Susanna E. James, John W. James Jr., Nancy Burnett and Nancy Burnett as Trustee of the James Burnett Trust u/a dated December 16, 1998 dated July 22, 2021 and recorded in the Public Records of Hillsborough County as Instrument 2021376257 and rerecorded on August 17, 2021 as instrument number 2021417695, Public Records of Hillsborough, County.

11.4. Effective Date. This Declaration shall become effective on the date it is recorded in the Public Records of Hillsborough County, Florida.

11.5. Conflicts. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association. The Articles of Incorporation shall take precedence over the Bylaws in the event of conflicting provisions therein.

11.6. Standards for Consent, Approval, Completion, Other Action and Interpretation. Unless otherwise provided herein, whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Review Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith, provided that the particular interpretation is not unreasonable, shall establish the validity of such interpretation.

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

11.8. Consumer Price Index. Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles of Incorporation, Bylaws, or rules and regulations of the Association), unless limited or prohibited by law, such amounts may be increased from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors using the date this Declaration is recorded in the Public Records of Hillsborough County, Florida as the base year. In the event no such consumer price index is available, the Board of Directors shall choose a reasonable alternative to compute such increases.

11.9. Covenants Running With the Land. Anything to the contrary herein notwithstanding, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Property. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

11.10. Management Contract. At such time as it sees fit, the Association is hereby authorized to enter into an agreement with a management company (which may be an affiliate of the Developer) to provide for the management and maintenance of the Property, in which case each Owner, excluding a Builder Lot, shall be assessed for his Lot's share of the management fees, in accordance with the assessment provisions contained in this Declaration.

11.11. Termination. Termination of the Association shall be according to the provisions of the Articles of Incorporation.

11.12. Condemnation. Whenever all or a part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law.

[Signature on following page]

EXECUTED as of the date first above written.

Signed, sealed and delivered  
in the presence of:

GRACELAND VILLAGE, LLC

*Laura Torres*  
Print Name: LAURA TORRES

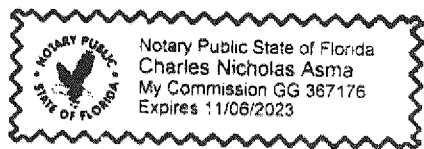
By: *[Signature]*  
Name: Rohland A. June, II  
Manager

*Elizabeth Millan*  
Print Name: Elizabeth Millan

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, by means of [check applicable]  physical presence, or \_\_\_\_\_ online notarization, this 28 day of JUNE, 2023 by Rohland A. June, II. Such person is [check applicable] (a)  personally known to me or (b) \_\_\_\_\_ produced a valid driver's license as identification.



*[Signature]*  
Notary Public, State of Florida

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO TAMPA ELECTRIC COMPANY BY DEED RECORDED IN OFFICIAL RECORDS BOOK 4510, PAGE 1076, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

PARCEL 5:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

PARCEL 6:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; LESS THAT PORTION THEREOF LYING WITHIN THE MAINTAINED RIGHT-OF-WAY OF KINGSWAY ROAD, ACCORDING TO MAINTAINED RIGHT OF WAY BOOK 3, PAGE 197, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

PARCEL 7:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

PARCEL 8:

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS:

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE RUN N00°05'41"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 29.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°05'41"W ALONG SAID WEST LINE, 719.98 FEET; THENCE RUN N89°53'49"E, 269.20 FEET; THENCE RUN S00°05'41"E PARALLEL WITH SAID WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 749.50 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN S89°56'27"W ALONG SAID SOUTH LINE, 1.38 FEET; THENCE RUN N53°14'45"W, 31.10 FEET; THENCE RUN S89°38'04"W, 137.06 FEET; THENCE RUN N83°54'30"W, 106.49 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 105.887 ACRES MORE OR LESS.

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION**

[See attached]

**Electronic Articles of Incorporation  
For**

N23000007478  
FILED  
June 20, 2023  
Sec. Of State  
tscott

HERITAGE ESTATES 2 COMMUNITY OWNER ASSOCIATION INC

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

**Article I**

The name of the corporation is:

HERITAGE ESTATES 2 COMMUNITY OWNER ASSOCIATION INC

**Article II**

The principal place of business address:

23 W JOINER ST  
WINTER GARDEN, FL. US 34787

The mailing address of the corporation is:

PO BOX 770609  
WINTER GARDEN, FL. US 34777

**Article III**

The specific purpose for which this corporation is organized is:

COMMUNITY OWNERS ASSOCIATION

**Article IV**

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

**Article V**

The name and Florida street address of the registered agent is:

JACQUELINE M KAMINSKI  
23 W JOINER ST  
WINTER GARDEN, FL. 34787

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JACQUELINE M KAMINSKI

N23000007478  
FILED  
June 20, 2023  
Sec. Of State  
tscott

### Article VI

The name and address of the incorporator is:

JACQUELINE KAMINSKI  
23 W JOINER ST

WINTER GARDEN, FL 34787

Electronic Signature of Incorporator: JACQUELINE KAMINSKI

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

### Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: D  
ROHLAND A JUNE II  
PO BOX 770609  
WINTER GARDEN, FL. 34777 US

Title: D  
JACQUELINE M KAMINSKI  
PO BOX 770609  
WINTER GARDEN, FL. 34777 US

Title: D  
JEFFERY SEDLOFF  
PO BOX 770609  
WINTER GARDEN, FL. 34777 US

**EXHIBIT "C"**

**BYLAWS**

[See attached]

**BYLAWS  
OF  
HERITAGE ESTATES 2 COMMUNITY OWNERS ASSOCIATION INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is Heritage Estates 2 Community Owners Association Inc. The principal office of the Association shall be located at **23 W. Joiner St., Winter Garden, FL 34787** but meetings of members or directors may be held at such places within Florida designated by the board of directors.

**ARTICLE II**

**DEFINITIONS**

Unless otherwise indicated to the contrary, all capitalized terms used herein without definition shall have the meaning given such term in the Declaration of Covenants, Conditions and Restrictions of HERITAGE ESTATES PHASE 2 ("Declaration") or the Articles of Incorporation of HERITAGE ESTATES 2 COMMUNITY OWNERS ASSOCIATION INC. ("Articles"). For ease of reference, HERITAGE ESTATES 2 COMMUNITY OWNERS ASSOCIATION INC., shall hereinafter be referred to as the "Association".

**ARTICLE III**

**MEMBERS**

1. **Qualifications.** The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.
  
2. **Member Roster.** The Secretary of the Association shall maintain a roster in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

**ARTICLE IV**

**MEETING OF MEMBERS**

1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually. The Board shall determine the date, time and place to hold the annual meeting.
2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-fourth (1/4) of the Class A Members who are entitled to vote.
3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing, delivering or electronically transmitting a copy of such notice at least fourteen (14) days before such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
4. Attendance at Meetings. Any person entitled to cast the vote of a Member, and in the event a Lot is owned by more than one (1) person, all co-Owners of such Lot, may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members as set forth above may be excluded from any meeting of the Members by the presiding officer of such meeting.
5. Organization. At each meeting of the Members, the President, or in the President's absence, the Vice President, or their designee, shall act as Chairman of the Meeting. The Secretary or, in the Secretary's absence, any person appointed by the Chairman of the Meeting shall act as Secretary of the meeting.
6. Minutes. The Association shall maintain minutes of each meeting of the Members and the Board in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.
7. Quorum. At meetings of Members, the presence of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date, and place that the meeting will be reconvened, provided that a quorum is obtained.
8. Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than ninety (90) days prior to such meeting. All proxies shall be in writing, shall comply with the requirements of Chapter 720, Florida Statutes, as

amended from time to time and shall be filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Lot.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

## ARTICLE V

### BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a board of a minimum of three (3) and a maximum of five (5) directors as determined by the Members from time to time. The number of directors shall always consist of an odd number.

2. Term of Office. At the annual meetings of the Members, the Members, when entitled, shall elect directors for a term of one (1) year or until the next annual meeting of the Members whichever is later. The term of each director's services shall extend until the next annual Members meeting and until their successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

3. Removal. Any director may be removed from the Board, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

4. Compensation. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5. Nomination. Nomination for election to the Board shall be made from the floor at the annual meeting unless the Board establishes a nomination process or committee as set forth in Section 720.306(9), Florida Statutes, as amended from time to time.

6. Election. Election to the Board shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting). At the election Members may cast, in respect to each position to be filled on the Board, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

7. Election of Directors After Turnover. After Turnover, for so long as Developer owns at least five percent (5%) of the Lots within the Property, Developer may appoint one (1) Director to the Board.

8. Certification of Directors. Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Declaration, the Articles of Incorporation, these Bylaws and any other written rules and policies of the Association; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile Homes in the Department of Business and Professional Regulation or any successor governmental agency, division, or department of the State of Florida, within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's appointment or election. However, the Association's failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

## ARTICLE VI

### MEETINGS OF DIRECTORS

1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Meetings of the directors shall be open to all Members and notices of such meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance of a meeting, except in an emergency. Notice of any meeting in which Assessments against Lots are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

4. Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by the Members or the directors, at any reasonable time.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board shall have power to:

- A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.
- B. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.
- C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents.
- D. Employ a manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.
- E. Appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board, which may include any powers which may be exercised by the Board.
- F. Maintain or cause to be maintained all official records of the Association.

2. Duties. It shall be the duty of the Board to:

- A. Cause to be kept minutes of all meetings of the Members and Board.
- B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- C. Fix the amount of the Annual Assessment against each Lot.
- D. Send written notice of each Assessment to every Owner in advance of each Annual Assessment period.
- E. Foreclose the lien against any property for which Assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.
- F. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a

certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

- G. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- H. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- I. Cause the Common Area to be maintained.
- J. Supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property.
- K. Maintain bank accounts on behalf of the Association and designate signatories required therefor.
- L. Enter into and upon any portion of the Property, including any Lot(s), when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so.
- M. Perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.
2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.
3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.
4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any Officer may be removed from office, with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time as specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.
6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.
7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.
8. Duties. The duties of the officers are as follows:
  - A. President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.
  - B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
  - C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
  - D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each to each of the Members.

## ARTICLE IX

### INDEMNIFICATION

The directors and officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any

act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, Assessments or fee as provided by law.

**ARTICLE X**

**COMMITTEES**

The Board may appoint a committee or committees as deemed appropriate in carrying out its purpose.

**ARTICLE XI**

**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, Articles, Bylaws and rules and regulations of the Association shall be available for inspection by any Member, where copies may be purchased at a reasonable cost.

**ARTICLE XII**

**CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: HERITAGE ESTATES 2 COMMUNITY OWNERS ASSOCIATION INC., and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

**ARTICLE XIII**

**AMENDMENTS**

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Members in attendance at a duly called meeting at which a quorum is present, or by a vote of at least two-thirds of the Board in attendance at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Developer specifically reserves the right to amend these Bylaws in order to comply with the requirements of the St. Johns River Water Management District or any other governmental agency. No amendment shall affect the rights of Developer or materially adversely affect the rights of a Builder, or Lots owned by Builder, unless such amendment receives the prior written consent of Developer or such Builder, as applicable, which consent may be withheld for any reason whatsoever.

**ARTICLE XIV**

**MISCELLANEOUS**

1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.
  
2. **Partial Invalidity.** If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.
  
3. **Conflicts.** In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the rules and regulations of the Association shall govern, in that order.
  
4. **Captions.** Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.

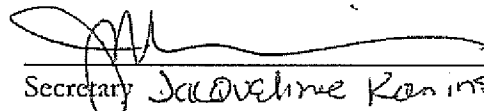
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of HERITAGE ESTATES 2 COMMUNITY OWNERS ASSOCIATION INC., a Florida corporation not for profit; and

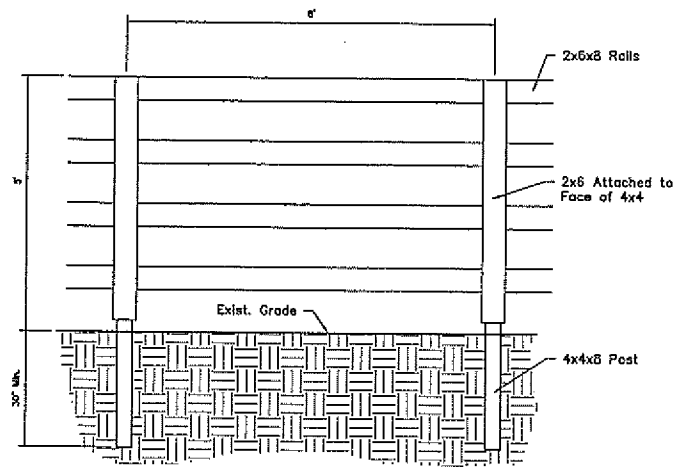
THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28 day of June 2023.

  
Secretary Jacqueline Raninski

**EXHIBIT "D"**

**DIAGRAM OF APPROVED FENCE DESIGN**



**SPLIT RAIL FENCE DETAIL**

Scale: 1" = 2'