

**DECLARATION  
OF  
COVENANTS, EASEMENTS AND  
RESTRICTIONS  
FOR  
SUMMERS CORNER  
(a single family residential subdivision)**

**PREPARED BY AND RETURN TO:**

David A. Bacon, Esquire  
Bacon, Bacon & Furlong, P.A.  
2959 1<sup>st</sup> Avenue North  
St. Petersburg, Florida 33713

**DECLARATION  
OF  
COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR  
SUMMERS CORNER  
(a single family residential subdivision)**

This Declaration of Covenants, Easements and Restrictions ("**Declaration**") is executed and made to be effective on the 18<sup>th</sup> day of November 2016, by CG Land Services, LLC, a Florida limited liability company ("**Developer**").

**RECITALS:**

**A.** Developer is the owner of certain real property located in Polk County, Florida which is described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

**B.** Developer intends to develop the Property into a single family residential subdivision to be known as Summers Corner (the "**Subdivision**").

**C.** Developer further intends that the Property and every part and parcel thereof created by the Subdivision shall be held, used, sold, leased, mortgaged and otherwise conveyed subject to the certain covenants, easements, use restrictions and limitations which are stated in this Declaration.

Therefore, Developer, for itself and its successors in interest in the ownership of the Property or any part thereof, hereby declares that all of the Property shall subject to the covenants, easements, and restrictions stated below, all of which shall be deemed to run with the Property and be binding upon and inure to the benefit of Developer and all parties having any right, title or interest in the Property or any part thereof, and their respective successors, mortgagees and assignees.

**ARTICLE I  
DEFINITIONS**

Certain terms used in this Declaration shall have the meanings which are stated below:

1.1 "**Assessments**" shall mean assessments or charges levied against all Lots to fund Common Expenses in accordance with this Declaration.

- 1.2 **"Association"** shall mean Summers Corner Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
- 1.3 **"Board"** shall mean the board of directors of the Association.
- 1.4 **"Builder"** shall mean any person or legal entity that has acquired title to one or more Lots from Developer for the purpose of constructing Residences on such Lots for later sale to a third-party purchasers in the ordinary course of business.
- 1.5 **"Common Area"** shall mean all portions and areas of the Property except and excluding Lots as shown upon the Plat, including improvements thereon.
- 1.6 **"Common Expenses"** shall mean the actual and estimated expenses incurred by the Association for the operation, management, maintenance and repair of the Common Area (and all improvements thereon), the Surface Water Management System, wetland mitigation areas, and the Common Maintenance Area, or for the general benefit of all Owners, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to the HOA Documents.
- 1.7 **"Common Maintenance Area"** shall mean all real property from time to time designated by Developer or the Board as a maintenance responsibility of the Association for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon.
- 1.8 **"Conservation Areas"** shall mean all conservation areas and/or conservation easement areas, if any, designated by Developer or its successors and assigns upon the Plat (as hereinafter defined), or in any easements, dedications, or restrictions made or imposed pursuant to conservation ordinances, laws, rules, or regulations of governmental authorities.
- 1.9 **"County"** shall mean and be defined as Polk County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.
- 1.10 **"Developer"** shall mean CG Land Services, LLC, a Florida limited liability company, and its successors and assigns in interest in the ownership of the Property or any portion thereof, to whom Developer shall have specifically assigned Developer's rights under this Agreement which are applicable to that portion of the Property owned. .
- 1.11 **"District"** shall mean the Southwest Florida Water Management District.
- 1.12 **"HOA Documents"** shall mean the articles of incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, and the bylaws of the Association, as same may be amended from time to time.

1.13 **“Lot”** shall mean a subdivided parcel of the Property intended for use as a site for a Residence which is created by and shown upon the Plat, but excluding all of the Common Area.

1.14 **“Member”** shall mean every person or entity who is an Owner of a Lot and included in the membership of the Association.

1.15 **“Owner”** shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision.

1.16 **“Permit”** shall mean and refer to the Environmental Resource Permit(s) issued by the District which is applicable to the Property, as may be modified from time to time.

1.17 **“Plat”** shall mean the plat or plats subdividing the Property to create the Subdivision, together with any amendments or revisions thereto, as recorded in the public records of the County.

1.18 **“Property”** shall mean all real property which is described in **Exhibit A** attached hereto, together with any and all additions and deletions thereto made in accordance and compliances with the terms and provisions stated in this Declaration.

1.19 **“Residence”** shall mean a single family residential dwelling unit, together with any appurtenant improvements, constructed or to be constructed on or within any Lot.

1.20 **“Street(s)”** shall mean the right(s)-of-way and all streets, roads, drives, courts, ways and cul de sacs within the Property as the same are described in and depicted on the Plat, together with all paving, curbing, gutters, sidewalks and other improvements, facilities and appurtenances from time to time located therein, including street lights and utility lines; but, specifically excluding, however, such utility lines, facilities and appurtenances as are located within such right(s)-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property.

1.21 **“Surface Water Management System”** shall mean the surface water management and drainage system for the Property which is designed, constructed, implemented and operated to collect, store, retain, detain, inhibit, absorb, treat, convey, drain, use or reuse water to prevent or reduce flooding, over-drainage, water pollution or other environmental degradation or otherwise affect the quality, quantity and/or rate of flow of surface storm water drainage on and discharges from the Property in accordance with and pursuant to the Permit and as reflected on the construction plans approved by the County and includes all land, easements, inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, improvements, facilities, and appurtenances which together constitute and comprise the surface water management and drainage system for the Property. The Surface Water Management System facilities shall be located on land that is designated Common Area on the Plat or located on other

land that is owned by the Association or land that is subject to an easement in favor of the Association and its successors.

1.22 **“Turnover”** shall mean that date following conversion of Class B Membership to Class A Membership upon which Developer transfers to the membership of the Association the majority control of the Board, as provided in this Declaration.

## **ARTICLE II** **PROPERTY/PLAT**

2.1 **Additions to the Property.** Developer reserves, and the Developer and the Association shall each have the right to add, or cause additional land to become a part of the Property, which additional land shall become and made to be subject to the terms and provisions of this Declaration.. During such period of time as the Class B Membership which is described in Article IV of this Declaration shall exist, no addition to the Property shall be made by the Association unless first approved, in writing, by Developer.

2.2 **Withdrawal of Property.** Developer shall have the right to withdraw portions of the Property owned by Developer (**“Withdrawn Land”**) from the terms and provisions of this Declaration, without the joinder, ratification or approval of the Association, any Owner or any lienholder, by executing and recording in the public records of the County an instrument which shall declare the Withdrawn Land to no longer be subject to this Declaration.

2.3 **Development Approvals.** Prior to Turnover, Developer reserves the right to seek and obtain approval from the County or any other governmental authority to modify or amend the preliminary subdivision plans, development plans or orders for the Property approved by the County or other governmental authority from time to time, without the joinder, ratification or approval of the Association, any Owner or any lienholder.

2.4 **Platting.** During such period of time as the Class B Membership which is described in Article IV of this Declaration shall exist, Developer shall be entitled, at any time and from time to time, to plat or re-plat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of the Association or any Owner

2.6 **Special Taxing Districts.** In the event that a special taxing district or community development district (hereinafter **“Taxing District”**) is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full

force and effect as if the Taxing District had never been created. Notwithstanding the above, any transfer of the operation and maintenance permit for the Surface Water Management System must be approved in writing by the District.

### **ARTICLE III** **EASEMENTS**

3.1 Owners' Easements of Enjoyment. Every Owner and the family members, tenants and lawful guests of such Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of the Lot owned by such Owner, subject to the right of the Association, pursuant to Florida Statute 720.305, to suspend the right to use Common Area facilities for a reasonable period of time for the failure of the Owner or its occupant, licensee or invitee to comply with the terms of this Declaration.

3.2 Utility Easements. There are hereby created, declared, granted to and reserved for the benefit of Developer, the County, the Association, all Owners, all Lots, and all public or private providers of utility services to the Property or to any Lot, and their respective successors and assigns, a non-exclusive perpetual easement for utility purposes over, under, upon and within the Property for the purposes of constructing, installing, inspecting, operating, maintaining, repairing, and replacing, from time to time, any and all utility and service lines, mains, systems, meters, equipment, and facilities from time to time located therein or thereon. The utilities contemplated to be served by such utility easements may include, without limitation, those providing reuse and potable water, sewer, drainage, irrigation systems, telephone, security systems, electricity, gas, cable television or other communication lines and services; provided, the exercise of this easement shall not unreasonably interfere with the use of any Residence located upon the Property.

3.3 Emergency Drainage Easement. There is hereby created, declared and granted to and for the benefit of the County and District, a non-exclusive perpetual easement over, under, upon and within the Streets and all drainage easements and drainage easement areas comprising and appurtenant to the Surface Water Management System for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System by the Association shall create a hazard to the public health, safety or general welfare. To the extent that the County and/or the District shall, in fact, undertake any such emergency maintenance and repairs to the Surface Water Management System because of the inadequate maintenance and repair thereof by the Association, the County and/or the District as the case may be, shall have a lien upon the Common Area comprising the Surface Water Management System as security for the payment by the Association of those costs and expenses reasonably so incurred by the County and/or the District in connection therewith. It is expressly provided, however, that the creation, declaration, grant and reservation of such Emergency Drainage Easement shall not be deemed to impose upon the County and/or the District any obligation, burden, responsibility or liability to enter upon the Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof for any reason or reasons whatsoever.

3.4 Easement for Access and Maintenance. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the Surface Water Management 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 Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No Person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

3.5 Easement for Swale Maintenance. Developer may construct a drainage swale upon the Lots or any Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot(s) from time to time. Each Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on their Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner of the Lot upon which the drainage swale is located.

3.6 Construction and Sales Easement. There is hereby created, declared, granted and reserved for the benefit of Developer, its affiliates, successors, nominees and assigns, and Builder, together with the right to grant, assign, and transfer the same to their respective sales agents and/or sales representatives as well as to builders or building contractors approved by Developer, its affiliates, successors, nominees and assigns, and Builder, or Builder, for the construction of Residences within the Property, an easement for construction activities upon Lots and an easement for sales, marketing and promotional activities, including the installation and maintenance of signs on Lots and for the construction and maintenance on Lots from time to time of a sales and administrative center in which and from which Developer, its affiliates, successors, nominees, assigns, and Builder and their respective authorized sales agents and sales representatives, and approved builders and building contractors may engage in marketing, sales and promotional activities and related or supportive administrative activities of a commercial nature.

3.7 Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners.

3.8 Association's Access Easement. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may

reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a non-exclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

3.9 Ingress-Egress Easement. Developer reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way.

3.10 Future Easements. There is hereby reserved to Developer and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole and absolute discretion of Developer, for the future orderly development of the Property in accordance with the objectives and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon the Lots pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a residential home site. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of the Property in accordance with the objectives and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Developer without the necessity for the consent or joinder of the owner of the particular portion of the Property over which any such further or additional easement is granted or required.

3.11 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

#### **ARTICLE IV** **ASSOCIATION** **MEMBERSHIP AND VOTING RIGHTS**

4.1 Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2 Voting Rights. The Association shall have two classes of voting membership:

4.2.1 Class A. The "Class A Members" shall be all Owners, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. There shall be one (1) vote for each Lot; and for each Lot owned by two or more persons or entities, such vote shall be exercised by decision of a majority of the persons or entities owning such Lot.

4.2.2 Class B. The "Class B Member" shall be Developer. The Class B Member shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote. In the event that there shall be two (2) or more Developers who shall each own and hold fee simple title to one or more Lots and to whom the rights of Developer applicable to that Lot(s) shall have been assigned, then the total number of votes of all Class A Members plus one (1) vote collectively comprising the vote privileges of the Class B Member shall be apportioned among and between those Developers; and in such event, each Developer shall receive a portion of the Class B Member voting rights calculated as a percentage thereof determined by dividing the number of Lots owned by each Developer, as numerator, by the total number of Lots owned by all Developers, as denominator.

The Class B membership shall cease and convert to Class A membership upon the first of the events stated below to occur in time:

4.2.2.1 Three (3) months after ninety percent (90%) of all Lots in the Subdivision that will ultimately be operated by the Association have been conveyed to Class A Members; or

4.2.2.2 Developer, in its sole and absolute discretion, elects to terminate its Class B membership by written notice of such election delivered to the Association, at which time the Class A Members shall be obligated to elect the Board and assume control of the Association.

Notwithstanding that there shall be two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the membership as a whole; not on votes cast by or within each class of voting membership.

4.3 Turnover Procedures. Within ninety (90) days following the cessation and termination of Class B membership in the Association as hereinabove provided, Developer shall deliver to the Class A Members, at Developer's expense, those documents and other materials described in Section 720.307(2) Florida Statutes and relinquish control and turnover the management and operation of the Association to the Class A Members as provided in Section 720.307 Florida Statutes.

**ARTICLE V**  
**ASSOCIATION BUSINESS**

5.1 Administration. The conduct of all business of the Association shall be administered by the Board, upon and subject to all applicable provisions of the HOA Documents. The Members shall only have such power or rights of approval or consent as is expressly stated in this Declaration or the HOA Documents. In the absence of a specific requirement of approval by Members, the Board may act on its own through its duly appointed officers.

5.2 Mandatory Services. In addition to those other responsibilities specified in this Declaration and the HOA Documents, the Association or its management company, if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

5.2.1 All maintenance of the Common Area and repair and replacement of all improvements thereon as and when deemed appropriate by the Board.

5.2.2 Payment of ad valorem taxes, non-ad valorem assessments and personal property taxes, if applicable, with respect to the Common Area.

5.2.3 Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time.

5.2.4 Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.

5.2.5 Conducting business of the Association, including arranging for administrative services such as management services, legal, accounting, financial and communication services such as informing Owners of activities, meetings, and other important events.

5.2.6 Purchasing insurance to the extent necessary to insure Association property, liability of the Association, its officers and the Board, and any other insurance to the extent deemed necessary or desirable by the Board.

5.2.7 Acceptance of any instrument of conveyance with respect to the Common Area delivered to the Association.

5.2.8 Operation, maintenance, monitoring and repair of the Surface Water Management System in accordance with the Permit. Maintenance of the Surface Water Management System 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 District or the County. Any repair or reconstruction of the Surface Water

Management System shall be as permitted or, if modified, as approved in writing by the District or the County, if applicable.

The Association shall maintain any lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the District and the County and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the District and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts, vegetated natural buffers or similar designations, in accordance with all permit requirements, rules and regulations promulgated by all local, state and federal authorities having jurisdiction.

5.2.9 Monitoring and maintenance of wetland mitigation areas, if any, described in the Permit shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy Permit conditions.

5.3 Optional Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

5.3.1 Such other services as are authorized in the Governing Documents.

5.3.2 Cleanup, landscaping, maintenance, dredging, water treatment or other care of lakes, ponds, canals, roads, or other property (public or private), adjacent to or near the Property, or other property designated Common Maintenance Area by Developer or the Association to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

## **ARTICLE VI**

### **TRANSFER OF COMMON AREAS**

6.1 On or before Turnover, Developer shall convey its interest, if any, in the Common Area to the Association. The Association shall accept title to any interest in real or personal property transferred to it by Developer. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interest and licenses to use. Any fee simple interest in property transferred to the Association by Developer shall be transferred to the Association by quit-claim deed, free and clear of all liens (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable

servitudes and other encumbrances of record or reserved by Developer in the instrument of conveyance. The property or interest in property transferred to the Association by Developer may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property. No title insurance or title opinion shall be provided to the Association by Developer.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

## **ARTICLE VII** **COMMUNITY WALLS**

7.1 Community Walls. Developer or the Association may construct walls or fences (the "**Community Wall(s)**") in the Common Area, easements, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, retaining wall, or for any other reason at the sole discretion of Developer or the Association, or as a requirement of any municipality or governing authority for the benefit of the Association. Such walls or fences cannot alter the drainage flow of the Surface Water Management System unless prior written approval is received from the District.

7.2 Maintenance of Community Walls. Community Wall maintenance and repair shall be performed by the Association, as determined by the Board. Should the Board determine that maintenance and/or repair is a result of negligence or abuse by an Owner, charges for said maintenance and/or repair will be assessed to such Owner. Owners shall not remove, alter, improve, paint, repair, maintain or otherwise modify Community Walls without the express written permission of the Board.

7.3 Easement for Community Walls. An easement is hereby created in favor of Developer and the Association for the construction, management, inspection, painting, maintenance and repair of

Community Walls. The easement shall extend five (5) feet into each affected Lot from the Community Wall. Entry upon a Lot by Developer, the Association or their agents, as provided herein, shall not be deemed a trespass.

## **ARTICLE VIII**

### **ASSESSMENTS FOR COMMON EXPENSES**

8.1 Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to their Lot, is deemed to covenant and agree to pay to the Association: i) Commencement Assessments; ii) Transfer Assessments; iii) Annual Assessments; iv) Special Assessments; v) Specific Assessments; and vi) assessments for the costs of maintenance and operation of the Surface Water Management System and wetland mitigation areas.

All assessments, together with late fees, interest, costs and reasonable attorneys' fees for collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due until paid.

8.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and repair of the Common Area, Common Maintenance Area, and Surface Water Management System including but not limited to: work within retention areas, drainage structures and drainage easements, easement areas benefiting the Property, right-of-way areas adjacent to the Property which the Association chooses to maintain, or for any other purpose set forth in this Declaration that the Board deems appropriate.

8.3 Annual Assessments. The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year an Annual Assessment in order to provide funds required for the payment of Common Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration. Such Annual Assessments shall be established, made, levied, imposed, enforced, collected and otherwise governed by the provisions contained in this Declaration.

8.4 Maximum Annual Assessment. Until January 1 of the year immediately following the date of the conveyance of the first Lot by Developer to an Owner, the maximum Annual Assessment shall be Six Hundred Dollars (\$600.00.00) per Lot. The actual amount of the Annual Assessment shall be determined by the Board on an annual basis subject to the following:

8.4.1 From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer to an Owner, the maximum Annual Assessment may be increased each year, unilaterally by the Board without the affirmative vote of or confirmation by the

Members, by an amount not more than fifteen percent (15%) over the maximum Annual Assessment for the preceding year.

8.4.2 From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer to an Owner, any increase in the maximum Annual Assessment more than fifteen percent (15%) of the preceding year's maximum Annual Assessment, requires the affirmative vote, in person or by proxy, or written consent, or any combination thereof, of two-thirds (2/3) of the Members present at a meeting duly called for such purpose.

8.4.3 The Board may fix the Annual Assessment at an amount not in excess of the maximum amount set forth herein.

8.5 Commencement Assessment. The Association shall levy and impose on each Lot a commencement assessment of Two Hundred Dollars (\$200.00) per Lot (the "**Commencement Assessment**"). The Commencement Assessment shall be paid directly to the Association by the initial Owner of the Lot (other than Developer) at the closing of the initial sale, transfer and conveyance of such Lot from Developer to such initial Owner. The Association may use the Commencement Assessment for any of the purposes and services set forth in this Declaration.

8.6 Transfer Assessments. The Association shall levy and impose on each Lot a transfer assessment of Fifty Dollars (\$50.00) per Lot (the "**Transfer Assessment**"). The Transfer Assessment shall be paid directly to the Association by the purchaser of the Lot (excluding Builder) at the closing of each sale, transfer and conveyance of such Lot. The Association may use the Transfer Assessment for any of the purposes and services set forth in this Declaration.

8.7 Special Assessments. The Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect from time to time special assessments for any purpose directly related to the discharge of its duties and obligations pursuant to this Declaration ("**Special Assessments**"); provided, however, that any such Special Assessment shall have the prior approval of two-thirds (2/3) of the Members voting in person or by proxy at a meeting of the Association of which written notice specifying the nature and amount of the proposed Special Assessment is sent to all Members at least thirty (30) days in advance of such meeting. All sums collected as Special Assessments shall be used only for the purpose for which such Special Assessment is established, made, levied, imposed, enforced and collected and shall be deposited in a separate interest bearing bank account, certificate(s) of deposit or in United States Treasury Bonds of appropriate maturities, not commingled with any other funds of the Association, and held in trust by the Association until used for such purpose.

8.8 Specific Assessments. The Association may levy assessments or charges against a specific Lot ("**Specific Assessments**") to recover any indebtedness of the Owner of that Lot to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract, express or implied, or because of any act or omission of the Owner or any occupant of

such Lot, or arising by reason of Owner's failure to properly maintain their Lot and Residence as herein provided.

8.9 Uniform Rate of Assessment. All Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

8.10 Reserves. The Annual Assessments may include reasonable amounts to be collected and held in reserve accounts for the future maintenance, repair or replacement of all or any portion of the Common Area, including, without limitation, the Surface Water Management System. The reserve accounts shall comply with the requirements of Chapter 720, Florida Statutes, as amended from time to time.

8.11 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, or quarter-annual installments if so determined by the Board. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Owner subject thereto. 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 as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8.12 Developer's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists, Developer may elect to not pay assessments on unoccupied Lots owned by Developer (referred to herein as "**Developer Lots**") . Should Developer elect not to pay assessments applicable to the Developer Lots, Developer shall pay all costs incurred by the Association in accomplishment of the purposes set forth in this Article, in excess of the total amount collected by the Association through all assessments (referred to herein as "**Deficit Funding**"); provided, however, Developer shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement fund or special assessment. In the event that two or more Developers shall each own Developer Lots and shall elect to not pay assessments, then each Developer shall pay a pro-rata share of the Deficit Funding determined as a percentage thereof calculated by dividing the number of Developer Lots owned by such Developer, as numerator, by the total of all Developer Lots, as denominator. Irrespective of any election on the part of Developer, any Residence located on any Lot owned by Developer which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Developer may at any time revoke this election and place itself in the position of being obligated to pay the full impact of all assessments for each Lot owned by Developer at the time said revocation is presented to the Association.

8.13 Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest

from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

8.14 Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

8.15 Subordination of the Lien to Mortgages. The lien of and for all assessments provided for in this Declaration shall be subordinate to the lien of any bona fide first mortgage on any Residence held by a mortgagee if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for assessments shall not be affected by any sale or transfer of a Lot except in the event of a sale or transfer pursuant to judicial foreclosure action (or deed in lieu of foreclosure), in which event the Person acquiring title to the Lot pursuant to the foreclosure action (or deed in lieu of foreclosure) and its successors and assigns shall be liable for unpaid assessments that became due and payable prior to such foreclosure (or deed in lieu of foreclosure) only to the extent allowed under Florida Statute Section 720.3085(2)(c), as amended from time to time. Notwithstanding anything to the contrary set forth herein, if any unpaid assessments cannot be collected as a lien against a Lot by reason of the provisions of this Section, such unpaid assessments shall be deemed a Common Expense divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lot as to which the foreclosure (or deed in lieu of foreclosure) took place.

Sale, transfer or conveyance of title to a Lot pursuant to foreclosure action (or deed in lieu of foreclosure) shall not extinguish the personal liability of the Owner of the Lot prior to the foreclosure action (or deed in lieu of foreclosure) as to unpaid assessments which became due and payable prior to the foreclosure action (or deed in lieu of foreclosure). Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof or the enforcement of collection by means other than foreclosure.

8.16 Developer Advances. Developer may, in its sole discretion, advance and loan monies or other property in lieu of monies to the Association for any purpose including providing working capital. Such advances shall be considered a loan by Developer to the Association and may be evidenced by a promissory note executed by the Association in favor of Developer. The Association, by and through its officers, directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Association and obligate the Association to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after turnover.

8.17 Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

8.17.1 All Property deeded to and accepted by the Association, a Taxing District, or a public authority devoted to public use.

8.17.2 All Common Area.

8.17.3 Any Property not designated as a Lot upon the Plat.

## **ARTICLE IX**

### **ARCHITECTURAL CONTROL**

Except for those improvements constructed by Developer, no building, garage, shed, fence, wall, statue, yard ornament, mailbox, newspaper box, dock, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Board or by an architectural committee appointed by the Board. Maintenance of any improvement or architectural change approved by the Board in favor of an Owner shall become that Owner's responsibility.

The Board may promulgate design and development guidelines, application and review procedures, and building criteria (the "**Guidelines**"). The Guidelines, if any, shall be promulgated on behalf of the Association and shall be binding upon all Owners, builders, developers and contractors. The Board shall have sole and full authority to prepare and to amend, from time to time, the Guidelines.

## **ARTICLE X**

### **USE RESTRICTIONS AND REQUIREMENTS**

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon Developer and upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

10.1 Residential Lots. Except as specifically provided in this Declaration, no use shall be made of Lots other than for residential purposes.

10.2 Mining or Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Developer or the Association, or any assignee of Developer or the Association, in dredging lakes, ponds or other water areas, creating land areas from lakes, ponds or other water areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the

installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

10.3 Antennas, Aerials, Satellite Dishes and Flagpoles. No Owner shall install or permit to be installed any antenna aerial or satellite dish ("**Antenna**") on a Lot if the size of the Antenna is one meter (39.37 inches) or greater in diameter. Any Owner installing an Antenna less than one meter in diameter shall install such Antenna in a place where it is not visible from the street, giving primary consideration to installation on the rear of the house or the back yard of the Lot. Under no circumstances may an Antenna be mounted on a mast such that the mast height exceeds the top of the roof line of the house on the Lot by more than twelve (12) feet. In the event that any applicable law currently enacted or enacted in the future precludes the enforcement of this provision, this provision shall be preempted only to the minimum extent required to comply with such applicable law. The American flag and a flagpole for display of the American flag shall be permitted if displayed in a respectful way.

10.4 Rooftop Structures. Subject to the provisions of all applicable Florida Statutes, to the extent applicable, no discs, dishes, appliances, equipment (including air conditioning equipment), skylights, hot water flues or other rooftop installation or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any Residence without prior written approval of the Board.

10.5 Shutters and Window and Door Coverings. No exterior windows or doors of any building or other improvements on a Lot shall be covered by any shutters (including hurricane or storm shutters), boards, or similar type window coverings; except such as may be required for protection from severe storms and only then during the actual period of any such severe storm and the period within seventy-two (72) hours before and seventy-two (72) hours after an anticipated severe tropical storm or hurricane; nor shall any such windows or doors be covered by or coated with any foil or other reflecting or mirrored materials. The foregoing restriction shall not be construed as a prohibition against decorative exterior shutters located to the side of or over window or door openings; provided the same have been approved in writing by the Board.

10.6 Holiday and Outside Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of Residences and upon Lots in the manner permitted hereunder, commencing on November 15th and shall be removed not later than January 15th of the following year. With regard to those portions of a Lot maintained by the Association (if any), no lighting or any facilities or electrical cords related thereto or any decorations shall be permitted to be placed upon or across any grass area maintained by the Association, and the Association and its agents shall be permitted, but shall not be required, to remove any such items which serve as impediments to the mowing of the grass, and the Owner, by placement of any lighting or decorations, hereby assumes the risk that such lighting and decorations may be inadvertently damaged or destroyed. An Owner shall be permitted to place holiday lighting and decorations on and within the shrubs located in the front yard of the Lot, provided that (i) the Association shall not be required to maintain such shrubs for such period of time as the decorations, lighting and cords are contained within the shrubs, and

(ii) such placement shall not otherwise interfere with the mowing of the grass on the Lot by the Association (if any).

Except for the foregoing seasonal holiday lights, and any exterior lighting initially installed by Developer or the Association, no spotlights, flood lights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or upon the Common Area or any part thereof.

10.7 Landscaping. Subject to the provisions of all applicable Florida Statutes, to the extent applicable, no Owner shall construct or install improvements, landscaping, artificial vegetation, exterior sculptures, fountains, rocks, or similar items upon any portion of a Lot, nor shall any Owner alter or make additions to improvements or landscaping installed by Developer or the Association, without the prior written approval of the Board.

10.8 Trees. Trees shall not be cut or removed without prior written approval by the Board.

10.9 Walls and Fences. Except for walls or fences constructed by Developer or the Association, no walls, fences, hedge, or similar structures, dog runs or animal pens of any kind shall be placed or erected on the Property without prior written approval of the Board.

10.11 Subdivision or Partition. No portion of the Property shall be subdivided except with the Board's or Developer's prior written consent.

10.12 Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, as determined by the Board, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

10.13 Insurance. Nothing shall be done or kept on the Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board.

10.14 Surface Water Management System.

10.14.1 No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the Surface Water Management System includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities that are consistent with the design and

permit conditions approved by the District in the Permit may be conducted without specific written approval from the District

10.14.2 No Owner may construct or maintain any building, Residence or structure of any kind, or undertake or perform any activity in the Surface Water Management System, wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and Plat unless prior approval is received from the Board and the District.

10.14.3 No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Board and the District.

10.14.4 No Owner shall remove native vegetation that becomes established within the Surface Water Management System without prior written approval from the District and the Board. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water Management System to the District Permitting Department.

10.14.5 No Owner shall in any way deny or prevent ingress and egress by Developer, the Association, the County, or the District to any drainage areas or the Surface Water Management System for maintenance or landscape or enforcement purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Developer, the Association, the District, the County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

10.14.6 No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall dig, excavate, fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water Management System without the prior written consent of the Board and the District.

10.14.7 No sidewalk, driveway, impervious surface, paving, patio, deck, pool, air-conditioner, structure, utility shed, pole, fence, wall, irrigation system, tree, shrub, hedge, planting, landscaping plants other than grass, or other improvement shall be placed by an Owner within a drainage area, drainage easement, or the Surface Water Management System, except for landscaping of storm water detention and retention ponds as required by governmental land development code.

10.14.8 In addition to the Association, the District, and the County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this

Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

10.14.9 Developer shall convey its interest in the Surface Water Management System to the Association (excluding that portion of the Surface Water Management System located on Lots). After said conveyance, the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the administration, monitoring, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System. Accordingly, each Owner, by acceptance of a deed to their Lot, shall be deemed to have agreed that Developer, the County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System and each Owner shall be deemed to have agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

10.14.10 Copies of the Permit and any future Permit actions of the District shall be maintained by the Association's Registered Agent for benefit of the Association at the office of the Association. The Permit shall be owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. If the Permit is issued in Developer's name, then on or before the conversion of the rights of the Class B Membership to Class A Membership, pursuant to Section 3.2 of this Declaration, Developer shall transfer and the Association shall accept and assume all rights and obligations of Developer under the Permit.

10.14.11 Each Owner shall use and maintain the portion of their Lot located in the Surface Water Management System or within drainage easements, if any, in compliance with the Permit, County approvals, and all other applicable rules and regulations. Owner, at its sole expense, shall immediately correct or abate all violations of or non-compliance with the Permit, County approvals, and all other applicable rules and regulations.

10.14.12 Each Owner, at the time of construction of a building, Residence or structure, shall comply with the construction plans for the Surface Water Management System approved by and on file with the District.

10.14.13 If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility pursuant to the Articles.

10.15 Pets, Livestock and Poultry. No livestock (including, without limitation, horses, ponies, cattle, goats, pigs and the like), poultry, reptiles or animals of any kind, nature or description shall be kept, bred or raised upon a Lot, except for dogs, cats, birds and other usual and customary types of household pets, which may be reasonably kept, raised and maintained upon a Lot; provided, however, that the same are not kept, raised, or maintained thereon for breeding or other business or

commercial purposes, or in numbers deemed unreasonable by Developer or the Association, in the exercise of their reasonable discretion. Notwithstanding the foregoing provisions of this Section permitting dogs, cats, birds and other usual and customary types of household pets, no animals, birds or other pets may be kept, raised or maintained on a Lot under circumstances which, in the good faith judgment of Developer or the Association, shall constitute an unreasonable annoyance, nuisance or safety hazard to Owners and their respective guests and invitees, or an unreasonable interference with the comfortable and quiet use, occupancy and enjoyment of other Lots or Common Area. In furtherance of the foregoing, no household pet shall be permitted to make an unreasonable amount of noise, disturb the peace or otherwise become an annoyance or nuisance. No animals shall be allowed outside a Lot except on a leash. All owners of animals are responsible for timely clean up of animal waste and the Board may elect to promulgate rules and regulations to enforce the same.

10.16 Signs. No signs of any kind, including "for sale" or "for rent", freestanding or otherwise installed, may be erected or displayed to the public view on any Lot except for a single sign for the purpose of advertising the sale of Residence, provided that any such sign shall contain only the notation "for sale", "for rent" or "for lease", the telephone number and name of the agent and/or real estate broker, or "by owner", as applicable, and shall not be more than four (4) square feet in area. Notwithstanding the foregoing, Developer specifically reserves the right for itself, its successors, nominees and assigns, and the Association to place and maintain signs in connection with construction, marketing, sales and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

10.17 Mailboxes. The size, design and color of all mailboxes and the supporting structures must be approved by Developer and must comply with U.S. Postal Service regulations.

10.18 Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be placed inside the garage portion of each Residence or in landscaped areas so that they are not visible from any adjoining Lot or any Street. Trash containers may be brought to the curb after 8:00 p.m., on the evening prior to a garbage collection day designated by the agency responsible for collecting garbage and trash for the Property. Trash containers must be removed from the curb within twelve (12) hours of garbage pick-up. Other than one (1) portable propane tank for use with an outdoor barbeque grill, no oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board and such tanks shall be located so they cannot be seen from other Lots, Common Area or Streets. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10.19 Garbage Collection Service. Developer may coordinate and establish exclusive agreements with one or more garbage collection service companies for the provision of garbage collection services to the Association and all Lots. If such agreement is established, Developer may deem the fees for the garbage collection service payable to the service company to be a Common Expense payable by the Association, and Developer shall include the fees within the annual budget for which

the assessments are levied each year, or Developer may direct a garbage collection service company to bill the fees for the garbage collection services directly to Owners. If Developer determines the fees for the garbage collection service shall be a Common Expense, no Owner may avoid or escape liability for any portion of the assessments by electing not to utilize the garbage collection service.

10.20 Vehicles and Recreational Equipment. No Truck or Commercial Vehicle (each as defined below), limousine, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage. For the purposes of this rule the following definitions shall apply: a) **Truck** means a vehicle with any sort of weight capacity (except pick-up trucks, vans or sport utility vehicles with a cargo capacity of one ton or less) which has a compartment or bed for carrying cargo, as opposed to passengers, regardless if such vehicle has a cover or topper for the cargo-carrying area; and b) **Commercial Vehicle** means any vehicle (except pick-up trucks, vans or sport utility vehicles with a cargo capacity of one ton or less) which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, or to any vehicles of Developer.

Owners shall park their vehicles within the garage portion or driveway of Owner's Residence. All parking within the Property shall be in accordance with the rules and regulations adopted from time to time by the Board. Each Owner is specifically cautioned that they and the occupants of their Residence may be limited or restricted as to the number of vehicles they may park or store on the Property. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twelve (12) consecutive hours or for twenty-four (24) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

10.21 Garages. Garage doors shall be closed except when reasonably necessary for use of garage and shall not be permanently enclosed or screened. No garage may be converted for use as living space, office or for any purpose other than as a garage.

10.22 Garage Sales or Yard Sales. No “Garage Sales” or “Yard Sales” or similar sales, by whatever name given or ascribed to the same, shall be conducted or permitted on or within the Lots without prior written approval by the Board.

10.23 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

10.24 Prohibited Structures. No structure of a temporary character including, but not limited to, trailers, tents, shacks, sheds, barns, tree-houses, garages, tool sheds, guest quarters, carports, storage buildings or other outbuildings shall be placed or erected on any Lot without prior written approval of the Board.

10.25 Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Section shall be decided by the Board, whose decision shall be final.

10.26 Window Treatment. No reflective foil, sheets, newspapers or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige or similar light coloring. No security bar system may be installed on any window or door of any Residence.

10.27 Air Conditioners. Wall or window air conditioning units or heating units are not permitted.

10.28 Games and Play Structures. All game and play structures, including basketball courts, basketball standards or backboards (whether permanent or moveable), tree houses and other play structures shall not be permitted on a Lot unless located at the rear of the Residence on the Lot so they cannot be seen from any Street. All bicycles, toys and other outdoor recreational equipment must be taken inside the Residence at night.

10.29 Swimming Pools. No swimming pool shall be constructed on any Lot without prior written approval of the Board. Swimming pools shall not be located within any of the drainage or utility easements shown on the Plat.

10.30 Common Area. Other than improvements and landscaping constructed or installed by Developer, no improvements or landscaping shall be constructed or installed upon any portion of the Common Area nor shall any alterations or additions be made to said improvements or landscaping without the approval of the Board. The following shall apply to the Common Area:

10.30.1 No activities constituting a nuisance shall be conducted upon the Common Area.

10.30.2 No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon the Common Area.

10.30.3 The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.

10.30.4 Nothing shall be stored, constructed within or removed from the Common Area other than by Developer or the Association, except with the prior written approval of the Board.

10.31 Other Restrictions Established by the Board. The Board shall have the authority from time to time to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board.

10.32 No Implied Waiver. The failure of the Association or Developer to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Developer or the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

10.33 Property Maintenance. Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

10.34 Sales, Marketing and Promotional Activities. Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Declaration, Developer, its affiliates, successors, nominees and assigns, and Builder may use any portion of the Property, including Lots (other than Lots owned by others), for sales, marketing and promotional activities and related or supportive

administrative activities pertaining to and/or in connection with the sale and/or resale of Lots or Residences constructed by Developer, its affiliates, successors, nominees, assigns, or Builder, in their sole and absolute discretion, including without limitation, the construction, maintenance and operation of a sales and administrative center and one (1) or more model homes on Lots. The location of such sales and administrative center within the Property may be changed from time to time by Developer, its affiliates, successors, nominees or assigns, or Builder, in their sole and absolute discretion. It is expressly provided, however, that the location and operation of such sales and administrative center on Lots shall be subject to such approvals of the County as may be required for the same.

10.35 Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation.

## **ARTICLE XI**

### **REMEDIES FOR NON-COMPLIANCE**

11.1 Compliance with Documents. Each Owner and their family members, guests, invitees, lessees and their family members, guests, and invitees; and their or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by their act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

11.2 Non-monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of this Declaration or the HOA Documents, or any other rule or regulation lawfully adopted and made to be effective by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and, using their best efforts, diligently proceed to completely cure the violation, the Association may, at its option:

11.2.1 Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

11.2.2 Damages. Commence an action to recover damages; and/or

11.2.3 Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

11.3 Imposition of Fines for Violations. To the maximum extent lawful, the Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration.

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

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

11.3.3 The Violations Committee may impose Specific Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation. The maximum aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee shall be Fifty-Thousand Dollars (\$50,000). Specific Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Specific Assessment. All monies received from fines shall be allocated as directed by the Board.

11.4 Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association.

11.5 Late Fees. Any amount due to Developer or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot.

11.6 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant or condition in the future.

11.7 Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

11.8 Enforcement Authority. In addition to the foregoing, this Declaration may be enforced by Developer, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

11.9 Certificate as to Default. Upon request by any Owner or mortgagee holding a mortgage encumbering any Lot, and for a reasonable charge, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

## ARTICLE XII INSURANCE

12.1 Requirement for Residence Insurance: Each Owner shall be required to obtain and maintain homeowner's insurance on that Owner's Residence. All Residences shall be insured in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against:

12.1.1 Loss or damage to the Lot and Residence by fire and other hazards covered by a standard extended coverage endorsement;

12.1.2 Any and all risks of loss to the Lot and Residence, the contents thereof, or the personal liability related thereto; and

12.1.3 Such other risks as from time to time shall be customarily covered with respect to personal residences similar in construction, location and use as the Residences, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm.

Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on that Owner's Residence which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with their obligations hereunder.

12.2 Requirement to Reconstruct. In the event that any Residence is damaged or destroyed by fire or other casualty, the Owner of such Residence shall commence reconstruction and/or repair of the Residence (the "**Required Repair**") in conformance with the original plans and specifications of the Residence. Such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Residence, or within one hundred twenty (120) days of the loss, whichever is earlier. Such repair and/or reconstruction must be completed in a continuous, diligent and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have the right to bring an action against Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit in no way shall be deemed to satisfy the requirements set forth in this Section, which are independent of and in addition to any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

12.3 Additional Rights of the Association. If an Owner fails or refuses, for any reason, to perform the Required Repair as herein provided, then the Association, in its sole and absolute discretion, and through the Board, is hereby authorized by such Owner to perform the Required Repairs. All Required Repairs performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Residence. The Board may levy a Specific Assessment against the Owner in whatever amount sufficient to adequately pay for the Required Repairs performed by the Association.

12.4 Association Has No Liability. Notwithstanding anything herein to the contrary, the Association, its officers and Board, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage for that Owner's Residence. Further, the Association, its officers and Board, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

### **ARTICLE XIII** **INDEMNIFICATION**

13.1 Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that they are or were a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which they reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that they had no reasonable cause to believe that their conduct was unlawful.

To the extent that a director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this Article.

### **ARTICLE IV** **AMENDMENTS**

14.1 Amendment by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written

consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the public records of the County. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists any amendment to this Declaration must first be approved in writing by the Developer.

14.2 Amendment to Comply with Governmental Authority. Developer, prior to Turnover, or the Board, after Turnover, specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, the District, Federal National Mortgage Association, the County, or any other governmental agency.

ANY AMENDMENT TO THIS DECLARATION AFFECTING THE SURFACE WATER MANAGEMENT SYSTEM OR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL HAVE THE PRIOR WRITTEN APPROVAL OF THE DISTRICT.

14.3 Amendment by Developer. Except as prohibited by law or as otherwise set forth in this Declaration, prior to Turnover Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any Person.

14.4 Amendment to Make Non-Material Changes, Correct Scrivener's Errors and Clarify Ambiguities. Developer specifically reserves the right to amend this Declaration, without the consent or joinder of any party, to correct scrivener's errors, to clarify ambiguities determined to exist herein, and to make other non-material amendments which Developer believes are in the best interest of the Owners.

14.5 Limitation on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of Developer and the Association to change, amend or modify the terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration shall at all times be subject to the following limitations and restrictions, to wit:

14.5.1 To the extent that particular rights or interests are expressly conferred upon or granted to the County pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are conferred upon and granted to the County shall not be changed, amended or modified without the prior written consent and joinder of the County.

14.5.2 This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to Developer, the Association, the County, the District or utility company, respectively, without the prior written approval of Developer, the Association, the County, the District or utility company, as the case may be, and any attempt to do so shall be void and of no force and effect.

14.5.3 No amendment to this Declaration shall be approved which conflicts with any land use approval or permits granted by the County or which conflicts with the Code of Ordinances or Uniform Land Development Regulations of the County.

14.5.4 No amendment to this Declaration may remove, revoke or modify any right or privilege of Developer without the prior express written consent of Developer.

## **ARTICLE XV**

### **GENERAL PROVISIONS**

15.1 Assignment of Developer Rights: Developer may assign all or a portion of its rights hereunder to any person or entity to whom Developer shall transfer title and ownership of the Property or to any Builder. In the event of a partial assignment, the assignee shall not be deemed Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

15.2 Assignment of Rights and Duties to the Association. Developer may at any time assign and delegate to the Association all or any portion of Developer's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowners' association in order to effectuate the intent of Developer for the proper development, operation and management of the Property. Wherever herein Developer or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Developer or the Association until such time as Developer or any successor developer is divested of its interest in any portion of the Property or has terminated its interest in the Property, or Developer has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Developer shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

15.3 Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

15.4 Enforcement. Developer, the Association, the District or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association, the District or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15.5 Enforcement by the District. The District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against any Owner or the Association to compel such Owner or the Association, as applicable, to correct any outstanding problems with the Surface Water Management System.

15.6 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

15.7 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any termination of this Declaration shall be recorded in the public records of the County. Unless this Declaration is terminated as provided above, the association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

15.8 Communication. All communication from Owners to Developer, its successors or assigns, the Board, or any officer of the Association shall be in writing.

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

15.10 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

15.11 Usage. Whenever used herein the singular number shall include the plural, and plural shall include the singular, and the use of any gender shall include all genders.

15.12 Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in the County.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in our presence:

**CG LAND SERVICES, LLC,**  
a Florida limited liability company



Print: Megan Calkins

By: 

Mike V. Galvin, Managing Member  
1901 Ulmerton Road  
Clearwater, FL 33762



Print: Nina L. Duren

**STATE OF FLORIDA**  
**COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November 2016, by Mike V. Galvin as the Managing Member of CG Land Services, LLC, a Florida limited liability company, on behalf of the company. He [☒] is personally known to me or [☐] has provided \_\_\_\_\_ as identification.

  
NOTARY PUBLIC

(seal)



My Commission Expires: 10.28.17

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The East 1440.00 feet of the South 1/2 of the Southeast 1/4 of Section 6, Township 26 South, Range 27 East of Polk County, Florida. LESS AND EXCEPT the East 325.02 feet of the North 170.01 feet of the South 210.01 feet of the South 1/2 of the Southeast 1/4 of said Section 6, ANDLESS AND EXCEPT the South 40.00 feet of the West 1114.98 feet of the East 1440.00 feet of the South 1/2 of the Southeast 1/4 of said Section 6.