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This instrument prepared by and  
record and return to:

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Hanover Land Company, LLC  
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Orlando, Florida 32803  
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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
HANOVER LAKES**

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### EXHIBITS

"A"	INITIAL PROPERTY
"B"	ARTICLES
"C"	BYLAWS
"D"	INITIAL RULES AND REGULATIONS
"E"	DECLARANT'S PROPERTY
"F"	BOAT LIFT AND BOAT RAMP RULES AND REGULATIONS
"G"	PRIVATE DOCK LICENSE
"H"	DISTRICT PERMIT

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
HANOVER LAKES**

**THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HANOVER LAKES** (this "**Declaration**") is made this 13th day of July, 2018, by **HANOVER LAKES, LLC**, a Florida limited liability company (hereinafter, as more particularly defined below, "**Declarant**"), whose address is 605 Commonwealth Avenue, Orlando, Florida 32803.

**RECITALS:**

A. Declarant (as hereinafter defined) is the owner of all of the land in Osceola County, Florida, described in Section 4.1 of this Declaration; and

B. Declarant desires to subject said land to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future Owner of any and all parts thereof.

**NOW THEREFORE**, Declarant, for itself, its successors and assigns, hereby declares and imposes the covenants, conditions, restrictions and easements hereafter described on the lands owned by Declarant described above, which covenants, conditions, restrictions and easements shall run with the title to said lands and shall be binding upon all parties having any rights, title or interest in said lands or any part thereof, their heirs, personal representatives and assigns, and shall inure to the benefit of each Owner thereof, and their respective mortgagees.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined in the Recitals above and elsewhere in this Declaration, the following capitalized terms have the meanings set forth below:

**"Access Card"** a card, key fob or other instrument that may be issued by the Association to allow the holder access to the Community and/or portions thereof (including, without limitation, Recreational Facilities) to which access is otherwise limited by an Access Control System.

**"Access Control System"** means any system designed to control access to or from the Boat Lift and/or the Recreational Facilities, including, without limitation, gates and entry systems.

**"Act"** means the Homeowners' Association Act, Chapter 720, Florida Statutes, as it exists on the date of the Recording of this Declaration.

**"Additional Landscaping"** has the meaning set forth in Section 12.2 hereof.

**"Additional Property"** means any real property, other than the Initial Property described on **Exhibit "A"**, which is made subject to the provisions of this Declaration as provided by Section 6.1 hereof.

**"ARC"** means the Architectural Review Committee established pursuant to Section 21.2.2.1 hereof, subject to the rights reserved to Declarant in Article 21 hereof.

**"Architectural Rights"** has the meaning set forth in Section 21.1.1 hereof.

**"Articles"** means the Amended Articles of Incorporation of the Association filed with the Florida Department of State in the form attached hereto as **Exhibit "B"** and made a part hereof, as amended, supplemented and/or restated from time-to-time.

**"Assessments"** means any assessments levied and/or assessed in accordance with this Declaration and as

further described in Section 19.1 hereof.

**"Association"** means the Hanover Lakes Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and/or assigns.

**"Association Indemnified Parties"** means the Association and its Representatives.

**"Attorney's Fees"** means and includes reasonable attorneys' and paraprofessional's (including, without limitation, in-house counsels' and paraprofessionals') fees and costs, expert fees, costs of investigation and court costs, whether incurred pre-trial and/or at all levels of proceedings, including, without limitation, appeals, collection and bankruptcy.

**"Back Yard"** means the portion of the yard of a Home between the back of the Home and the designated rear property line for such Home. If there is any question about what portion of a Home is part of the Back Yard, the determination shall be made in the discretion of Declarant until the Turnover Date and by the Board thereafter.

**"Board"** means the Board of Directors of the Association, being the body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Florida corporate law.

**"Boat Lift"** means the mechanical boat lifting device or device similar thereto providing access from the Navigable Retention Pond to Alligator Lake.

**"Boat Ramp"** means the boat ramp providing access to the Navigable Retention Pond.

**"Builder"** means a Person that purchases, or has the right to purchase: (i) one (1) or more Lots for the purpose of constructing Homes thereon for later sale to consumers; and/or (ii) parcels of land within the Property for further subdivision, development and/or resale in the ordinary course of such Person's business. The term Builder shall not include Declarant and/or its Representatives.

**"Builder Owner"** means a Builder that has purchased and owns: (i) one (1) or more Lots for the purpose of constructing Homes thereon for later sale to consumers; and/or (ii) parcels of land within the Property for further subdivision, development and/or resale in the ordinary course of such Person's business. The term Builder Owner shall not include Declarant and/or its Representatives.

**"Bylaws"** means the Amended and Restated Bylaws of the Association in the form attached hereto and made a part hereof as **Exhibit "C"**, as amended, supplemented and/or restated from time-to-time.

**"CDD"** means the Osceola Chain of Lakes Community Development District, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes.

**"CDD Assessments"** means the CDD Debt Service Assessments and CDD O&M Assessments imposed by the CDD pursuant to the CDD Documents.

**"CDD Debt Service Assessments"** has the meaning set forth in Section 14.1.2 hereof.

**"CDD Documents"** means the organizational and operational documents for the CDD as promulgated, amended and supplemented from time-to-time.

**"CDD Facilities"** has the meaning set forth in Section 14.1.1 hereof.

**"CDD O&M Assessments"** has the meaning set forth in Section 14.1.2 hereof.

**"City"** means the City of St. Cloud, Florida.

**"Claims and Losses"** means any and all claims, suits, actions, causes of action, orders, judgments, decrees, losses, liabilities, damages, costs and expenses (whether direct, indirect, consequential or punitive and including, without limitation, Attorney's Fees) of any kind or nature whatsoever arising from any personal injury, loss of life, damage to property and/or any other matter whatsoever. Notwithstanding anything to the contrary contained in this Declaration to the Contrary, a Person shall only be entitled to recover attorney fees and costs in connection with any litigation if such Person is the prevailing party in such litigation.

**"Class "A" Member"** has the meaning set forth in the Bylaws.

**"Class "B" Member"** has the meaning set forth in the Bylaws.

**"Common Areas"** means and includes all real and personal property which the Association owns, leases and/or otherwise holds possessory and/or use rights in and/or to for the common use and enjoyment of the Owners and/or any other real property operated and/or maintained by the Association pursuant to a written agreement entered into by the Association for the benefit of the Owners (which may include, solely with respect to the foregoing clause, the CDD Facilities, provided that in no event shall the mere ownership or operation of the CDD Facilities by the Association serve to vest ownership of such facilities in the Association). The Common Areas may include, without limitation, open space areas, internal buffers, the Access Control System, the Boat Ramp, the Boat Lift, perimeter buffers, perimeter walls and fences, landscaped areas, improvements, easement areas owned by others, enhancements to public rights-of-way, lakes, irrigation pumps, irrigation lines, sidewalks, private roads, landscape, street and parking area lighting, walls, commonly used utility facilities, project and directional signage, exercise trails, entranceways and entrance features. The Common Areas do not include any portion of a Lot. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND AND/OR OBLIGATE DECLARANT TO CONSTRUCT AND/OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, OR TO LIMIT DECLARANT AS TO WHICH ITEMS MAY BE DESIGNATED AS COMMON AREAS, THE CONSTRUCTION AND/OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION, WARRANTY AND/OR GUARANTY AS TO THE EXTENT OF THE COMMON AREA TO BE OWNED, LEASED BY AND/OR DEDICATED TO THE ASSOCIATION. UNTIL THE COMMUNITY COMPLETION DATE, DECLARANT RETAINS THE RIGHT TO ADD TO, DELETE FROM, OR MODIFY ANY OF THE COMMON AREAS (NOT INCLUDING, ANY ACTIVE RECREATIONAL FACILITIES (HEREINAFTER DEFINED), ONCE BUILT).

**"Common Expenses"** means actual or estimated costs and expenses incurred or anticipated to be incurred by the Association including, without limitation, any reasonable reserves. Common Expenses may include, without limitation, all costs of ownership, operation, and/or administration of the Common Areas, including, without limitation, the Recreational Facilities; all community lighting including, without limitation, up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between Association and a public utility provider and/or other third-party; amounts payable to a provider for services furnished to all of the Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations of the Association hereunder, or as determined to be part of the Common Expenses by the Association. By way of example, and not of limitation, Common Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

**"Community"** means all property subjected to this Declaration. Initially, the Community shall consist of the Initial Property described on **Exhibit "A"**.

**"Community Completion Date"** means the date upon which all Homes, Lots and Parcels in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners other than Declarant or when, in its discretion, Declarant earlier terminates its rights in a Recorded instrument.

**"Community-Wide Standard"** means the standard of conduct, maintenance and/or other activity generally prevailing in the Community or the minimum standards established pursuant to this Declaration, the Design

Guidelines and/or the Rules and Regulations, whichever is the strictest standard. Declarant, in its discretion, will initially establish such standards prior to the Turnover Date through the designs, materials, level of finish and maintenance provided or approved by Declarant for Lots and Homes in the Community, and, thereafter, the Board (including, without limitation, the ARC) may amend the same, in its discretion, provided that any subsequent amendments to the standards shall meet or exceed the standards set prior to the Turnover Date. The Community-Wide Standard may contain both objective and subjective elements and may or may not be in writing. The Community-Wide Standard may evolve as development progresses and as the needs, desires and demands within the Community change.

**"Compliance Committee"** has the meaning set forth in Section 22.7.1 hereof.

**"Contractors"** means contractors, subcontractors, materialmen and suppliers of all tiers.

**"Conveyance Contributions"** has the meaning set forth in Section 19.8 hereof

**"County"** means Osceola County, Florida.

**"Declarant"** means Hanover Lakes, LLC, a Florida limited liability company, or any successor, successor-in-title or assign who or which has or takes title to any portion of the Property and is, pursuant to an instrument executed by the then-current Declarant and Recorded, expressly designated as Declarant and assigned any or all of the rights, duties, responsibilities and/or obligations of Declarant under this Declaration, the Articles and/or the Bylaws. Declarant hereby expressly retains the right to assign any or all of the rights, duties, responsibilities and/or obligations of Declarant under this Declaration in its discretion. In the event of a partial assignment of one (1) or some, but not all, of Declarant's rights, duties, responsibilities and/or obligations, the assignee shall not be or become Declarant unless specifically designated as such (and then only as to those rights, duties, responsibilities and/or obligations so assigned and to the extent of such assignment and designation), in writing, by the then-current Declarant and Recorded, but such assignee may exercise those rights, and shall be responsible for those duties, responsibilities and obligations, of Declarant so assigned to it. Any such assignment may be made on a non-exclusive basis.

**"Declarant Affiliate"** means any Person directly or indirectly controlling, controlled by or under common control with Declarant and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which Declarant (or another Declarant Affiliate) is a general partner, managing member or controlling shareholder.

**"Declarant Indemnified Parties"** means Declarant and its Representatives.

**"Declarant's Property"** means the Property described on **Exhibit "E"** attached hereto, which Property includes the Initial Property and other property which is envisioned to ultimately constitute the entire Project and include Lots which will, in the future, be included in the Property that is subject to this Declaration; provided that the portions of the Declarant's Property that are not included in the Initial Property shall not be subject to the provisions of this Declaration until and unless such portions of the Declarant's Property are so subjected to the provisions of this Declaration by means of an amendment hereto and Declarant reserves the right to add Additional Property to or remove property from, Declarant's Property from time to time, by means of an amendment to this Declaration which may be unilaterally recorded by Declarant, to the extent permitted by applicable law, or otherwise in accordance with the terms and provisions of this Declaration.

**"Declaration"** means this Declaration, together with all Supplemental Declarations, amendments and modifications thereto and restatements thereof.

**"Design Guidelines"** means the architectural guidelines, specifications, standards and/or procedures, if any, established and/or adopted pursuant to Section 21.3.1.1 hereof.

**"Designated Landscape Vendor"** has the meaning set forth in Section 12.2.2 hereof.

**“Designee”** means and includes licensees, guests, Invitees and designees.

**“District Permit”** means the permits and/or approvals issued by the Water Management District, as modified from time-to-time with the approval of the Water Management District, which govern the construction, use, operation and/or maintenance of the Surface Water Management System for the Project. The Association is hereby obligated to accept assignment of, and to assume in writing, all of Declarant’s rights and obligations under, the District Permit. The District Permit is attached as **Exhibit “H”** to this Declaration.

**“Fencing”** has the meaning set forth in Section 12.7 hereof.

**“FHA Act”** means and includes, collectively, the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(2)(c) and the regulations promulgated thereunder, as the same may be amended.

**“Front Yard”** means the yard of every Home between the front of the Home and the road which the front of the Home primarily faces. If there is any question about what portion of a Home is part of the Front Yard, the determination shall be made in the discretion of Declarant until the Community Completion Date and by the Board thereafter.

**“General Community Infrastructure Reserves”** has the meaning set forth in Section 13.5 hereof.

**“Governing Documents”** means this Declaration, any Supplemental Declaration, the Articles, the Bylaws, the Rules and Regulations and the Design Guidelines, as amended, supplemented and/or restated from time-to-time. The Governing Documents may be supplemented by additional covenants, restrictions, and easements applicable to particular areas within the Community. The Governing Documents apply to all Owners and their Invitees. Declarant shall not be subject to the obligations set forth in this Declaration, unless specifically noted as Declarant obligations.

**“Home”** means a residential dwelling and appurtenances thereto, constructed on or within a Lot, which is intended as a separate residence for a Single Family. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, that the subsequent loss of such certificate of occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to the Lot upon or within which the Home is or was constructed. The term “Home” includes any interest in the Lot upon or within which the residential dwelling and all improvements related improvements are constructed and/or installed and any and all other property and other rights appurtenant to the residence and/or Lot.

**“Immediate Family Members”** shall mean the spouse of the Owner or Lessee and all unmarried children who are eighteen (18) years old or older (**“Adult Children”**) and who reside in the Home of the Owner or Lessee, the Owner’s spouse, the Lessee and/or the Lessee’s spouse. If an Owner or Lessee is unmarried, the Owner or Lessee may designate one (1) other person who is living with such Owner or Lessee in the Home in addition to the Adult Children of the Owner or Lessee as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner or Lessee within the Home.

**“Improvements and Alterations”** means and includes any grading, staking, clearing, excavation, site work, planting and/or removal of plants, trees, shrubs and/or other landscaping and/or gardening materials, and/or the construction, installation, and/or material modification, replacement, alteration and/or betterment (including, without limitation, painting, staining and/or other treatments) of any structures and/or other improvements (including, without limitation, playground equipment, screen enclosures, fences, pools, spas, hot tubs, solar equipment and signage) on a Lot and/or the addition of any structures and/or other improvements, if and to the extent the same is, are or can reasonably be expected to be visible from the outside of the Lot. A modification, replacement, alteration and/or betterment shall be deemed material if it would involve a change to the exterior of any improvements on the Lot and/or if it would result in an increase or decrease in finished area within any structure on the Lot of five percent (5%) or more.

**"Indemnified Parties"** means the Association Indemnified Parties and Declarant Indemnified Parties.

**"Indemnify"** means, to the fullest extent permitted by Law, to indemnify, defend and hold harmless a Person from and against any and all Claims and Losses.

**"Individual Assessments"** has the meaning set forth in Section 19.3.4 hereof.

**"Initial Property"** means any real property described on **Exhibit "A"** which has been made subject to the provisions of this Declaration.

**"Initial Rules and Regulations"** has the meaning set forth in Section 15 hereof.

**"Instrument of Conveyance"** means a Recorded deed, deed in lieu of foreclosure, certificate of title, or other instrument of conveyance which transfers fee simple ownership of a Lot.

**"Invitees"** each and every Person (including, without limitation Designees) who or which is utilizing a Home, Lot, Parcel and/or portion of the Common Areas by, through or under an Owner or such Owner's Lessee (and/or their respective Designees), but excluding Declarant, its Representatives and Designees.

**"Irrigation System"** means the pumps, pipes, wells, water lines, sprinklers, time clocks and other equipment used to supply irrigation water to the Community and/or the Project. The operation and maintenance of the Irrigation System shall be under the exclusive control of the Association and any landscaping or irrigation Contractor retained by the Association. Neither an Owner and/or such Owner's Invitees shall attempt to program, tamper with, alter and/or modify the Irrigation System or any portion thereof. If any portion of the Irrigation System is malfunctioning, the Owner and/or such Owner's Invitees shall promptly notify the Association.

**"Landscape Buffer"** has the meaning set forth in Section 12.6.4 hereof.

**"Landscaping"** has the meaning set forth in Section 12.2.2 hereof.

**"Law"** means all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. When the term "Law" is used it means any Laws applicable to the particular situation.

**"Lease"** means and includes any agreement that permits a person to Occupy a Home (or portion thereof), including, without limitation, a lease, occupancy agreement, license and/or use agreement.

**"Lender"** means: (i) an institutional and/or licensed holder of a first Mortgage (and any institutional or governmental insurer or guarantor thereof); and/or (ii) Declarant and/or any Declarant Affiliate, to the extent Declarant and/or any Declarant is the Holder of a Mortgage.

**"Lessee"** means the tenant(s), lessee(s) and/or occupant(s) named in any Lease with respect to a Home who is legally entitled to possession of any Home within the Community.

**"Lot"** means a portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as an attached or detached Home. Once a Home has been constructed on a Lot, the term "Lot" shall be deemed to include all improvements thereon including, without limitation, a Home. The term Lot may not reflect the same subdivision of real property as reflected on a Plat. In the case of a building within a condominium or other structure containing multiple Homes, each Home shall be deemed to be a separate Lot. By way of example and not limitation, in the case of a building containing multiple Homes for separate sale, a "Lot" shall mean a condominium parcel, as that term is defined in Chapter 718, Florida Statutes (2009), pursuant to a Recorded declaration of condominium. In the case of a parcel of vacant land or a parcel of land on which improvements are under construction, the parcel of land shall be deemed to contain the number of Lots allocated (on a per acre basis or otherwise) to such parcel in any applicable Supplemental Declaration or in the

PCCRO Recorded against such parcel of land, if and as applicable, until such time as a Plat or condominium instrument is Recorded against all or a portion of the parcel of land. If no such Lots have been so allocated, a parcel of land shall be deemed to be a single Lot until such time as a Supplemental Declaration, PCCRO, Plat or condominium instrument is Recorded. After Recording a Plat or condominium instrument as to a parcel of land or portion thereof: (i) as to the portion of the parcel of land (which may be the entire parcel) subjected to such Plat or condominium instrument, the number of Lots shall be as shown on such Plat or condominium instrument; and (ii) as to any portion of the parcel of land not subjected to such Plat or condominium instrument, the number of Lots, if any, shall continue to be determined in accordance with this paragraph. The term "Lot" shall not include Common Area or any common elements of any condominium development.

**"Master Plan"** means, collectively, any full and/or partial conceptual plan for the development of the Project, as it exists on the date this Declaration is Recorded, regardless of whether such plan is currently on file with one (1) or more governmental authorities. The Master Plan is not a representation, warranty and/or guaranty by Declarant as to the development of the Community (including, without limitation, which property will be subjected or not subjected to this Declaration), the Project or any amenities therein and Declarant hereby expressly disclaims any representation, warranty and/or guaranty concerning development both within and outside the boundaries of the Community and the Project. Declarant reserves the right to amend all or part of the Master Plan from time-to-time in Declarant's discretion, regardless of whether such plan is currently on file with one (1) or more governmental authorities.

**"Member"** shall mean the Owner of a Lot, subject to Article 7 hereof, holding Membership in the Association.

**"Membership"** means a membership in the Association and the rights granted to the Owners of Lots pursuant to Article 7 hereof to participate in the Association.

**"Mortgage"** means a mortgage, a deed of trust, a deed to secure debt and/or any other form of security instrument affecting title to a Lot.

**"Navigable Retention Pond"** means the internal, navigable network of retention ponds constituting part of the Surface Water Management System and providing access, via the Boat Lift, to Alligator Lake (subject to the fluctuation of water levels), all as contemplated by the Master Plan.

**"Occupant"** means any individual other than an Owner who Occupies a Home or is in possession of a Lot or Parcel, or any portion thereof, or building or structure thereon, whether as a Lessee or otherwise, other than on a merely transient basis.

**"Occupy", "Occupies", or "Occupancy"** means, unless otherwise specified in the Governing Documents, staying overnight in a particular Home for at least thirty (30) total days in the subject calendar year.

**"Owner"** means any Person(s) who, individually or collectively, own(s) fee title to a Lot or Parcel (as evidenced by an Instrument of Conveyance), provided that: (a) Declarant (and not the fee title holder) shall be deemed to be the "Owner" of each Lot and/or Parcel with respect to which fee title is held by a Declarant Affiliate; and (b) in the event that and for so long as Declarant or a Declarant Affiliate owns, or has, pursuant to a written agreement, an existing right or option to acquire any one (1) or more Lots and/or Parcels (other than by exercise of a right of first refusal), Declarant or Declarant Affiliate shall be deemed the "Owner" thereof. Notwithstanding the foregoing designation in the preceding sentence, Declarant's rights and/or entitlements pursuant to this Declaration shall not diminish as to any such Lot. Where reference is made in this Declaration to Lots or Parcels "owned by" a Person, such phrase shall be deemed to refer to Lots and/or Parcels of which that Person is the Owner as determined pursuant to this definition. The term "Owner" shall include Builders except as otherwise provided herein. The term "Owner" shall not include any Person holding an interest merely as security for the performance of an obligation unless such person or entity acquires record title to a Lot or Parcel pursuant to an Instrument of Conveyance.

**"Parcel"** means each area of real property in the Community and all improvements situated thereon, shown as a separate parcel of land on the Master Plan and/or a Plat, provided, however, that in the event a Parcel is split in

any manner into portions under separate ownership (other than by subdivision of the Parcel into Lots (each of which Lots constitutes (in the case of a condominium) or may have constructed thereon only one (1) Home) by Recording a Plat thereof or condominium instrument thereon) each portion under separate ownership shall thereafter constitute a separate Parcel. If the same Person owns two (2) or more contiguous parcels of land, they shall be considered one (1) Parcel for purposes of this Declaration. A Parcel shall cease to be a Parcel when it has been fully subdivided into Lots (together with any type of Common Area or other area not intended to be developed as a Lot, if any). If a portion of a Parcel is subdivided into Lots, the subdivided portion shall cease to be a Parcel, but each remaining unsubdivided portion of the Parcel shall be a Parcel if it otherwise meets the requirements of the definition set forth in this definition.

**"PCCRO"** means a Declaration of Perpetual Covenants, Conditions, Restrictions and Obligations Recorded by Declarant against one (1) or more Lots to provide additional requirements and/or restrictions, including, without limitation, for the approval, design, development, construction, renovation, repair, reconstruction, use and/or sale of structures and/or other improvements thereon. In the event of a conflict between the Governing Documents and any applicable PCCRO, the most stringent shall apply. Except as otherwise expressly provided herein or in a PCCRO, the Association shall not have the right to rely on or enforce any of the rights reserved to Declarant in a PCCRO, nor shall Declarant, when enforcing or electing to not enforce any of the provisions set for in a PCCRO, have any fiduciary obligation to the Association or its Members, as the rights reserved to Declarant therein are declared to be solely for the benefit of Declarant as the owner of the balance of the Community then still owned by Declarant and the entitlements related thereto.

**"Perimeter Fence"** has the meaning set forth in Section 12.6.4 hereof.

**"Person"** means an individual, a corporation, a partnership, business trust, estate, a trustee, association, limited liability company, limited liability partnership, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.

**"Plat"** means any Recorded subdivision plat of any portion of the Community, and any Recorded subdivision replats of any portion of the Community.

**"Prime Rate"** shall mean the prime rate published in the Wall Street Journal (or comparable index determined by the Board in its discretion if the Wall Street Journal prime rate is no longer available).

**"Private Dock"** has the meaning ascribed to such term in Section 11.5 hereof.

**"Project"** means the construction and development of the Master Plan. The Project may be built out in multiple phases.

**"Promotional Materials"** has the meaning ascribed to such term in Section 4.6.2 hereof.

**"Property"** has the meaning ascribed to such term in Recital A above.

**"Public Records"** means the Official Records Books of Osceola County, Florida, or such other place designated as the official Osceola County location for recording documents affecting title to real estate.

**"Record," "Recording" or "Recorded"** means, as to a legal document or instrument, to record, the recording of or recorded of record in the Public Records.

**"Recreational Facilities"** has the meaning set forth in Section 9.2 hereof.

**"Regular Assessments"** has the meaning set forth in Section 19.3.1 hereof.

**"Representatives"** means, as to any entity, such entity's members, committee members, managers, stockholders, officers, directors, employees, representatives, agents, affiliates, attorneys and partners and their respective successors and assigns.

**“Required Demolition”** has the meaning set forth in Section 17.3.2 hereof.

**“Required Percentage”** means forty-five percent (45%), unless Declarant determines that a different percentage more accurately reflects the portion of Common Expenses which benefit a Lot owned by a Builder Owner, in which case, such other percentage shall be the Required Percentage. Declarant shall require that each Builder Owner pay some portion of Regular Assessments on each Lot and/or Parcel owned by a Builder Owner which does not contain a Home, but such portion need not be one hundred percent (100%), as vacant Lots owned by Builder Owners may not receive certain services and Builder Owners may not be required to pay for the same.

**“Required Repairs”** has the meaning set forth in Section 17.3.2 hereof.

**“Reserves”** has the meaning set forth in Section 19.3.5 hereof.

**“Reviewing Entity”** has the meaning set forth in Section 21.3.1.1 hereof.

**“Rules and Regulations”** has the meaning set forth in Section 15 hereof.

**“Side Yard”** means those portions of the yard of a Home between the front lot line to the back lot line running along the exterior sides of the Home. If there is any question about what portion of a Home is part of the Side Yard, the determination shall be made in the discretion of Declarant until the Community Completion Date and by the Board thereafter.

**“Single Family”** means a group of one (1) or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Home.

**“Special Assessments”** means those Assessments more particularly described as Special Assessments in Section 19.3.2.1 hereof.

**“Standard Landscape Package”** means the landscape package selected by the Owner in accordance with Section 12.2.1 hereof and any replacements thereof/thereto.

**“Subsidy Amount”** the amount of any Common Expenses incurred by the Association that exceed the Assessments receivable from other Owners and from other income of the Association.

**“Supplemental Declaration”** means an amendment and/or supplement to this Declaration Recorded for such purposes as this Declaration may provide. Declarant may, among other things, by Supplemental Declaration, create additional classes of membership for the Owners of any Additional Property made subject to this Declaration pursuant to Section 6.1, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

**“Supplemental Rules and Regulations”** means the Supplemental Rules and Regulations governing the Community as adopted from time-to-time by Declarant, until the Turnover Date, or the Board, thereafter, in accordance with Section 15.1 hereof.

**“Surface Water Management System”** means a system which is designed and constructed and/or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code.

**“Title Documents”** has the meaning set forth in Section 27.7 hereof.

**“Turnover”** has the meaning set forth in the Bylaws and means and includes the process by which control

of the Board is assumed by the Members other than Declarant.

**"Turnover Date"** has the meaning set forth in the Bylaws.

**"Turnover Meeting"** has the meaning set forth in the Bylaws.

**"Voting Interest"** means and refer to the appurtenant vote of each Lot and/or Parcel located within the Community, which shall include the voting interests of Declarant.

**"Water Management District"** means the South Florida Water Management District.

**"Waterbody"** means any body of water located within the Community, including but not limited to lakes, ponds, retention/detention areas (whether wet or dry), including, without limitation, the Navigable Retention Pond, waterfalls, fountains and other water bodies and/or features located on Common Areas.

**"Waterbody Slope Maintenance Standards"** has the meaning set forth in Section 12.1.4 hereof.

**"Waterbody Slopes and Facilities"** means and includes swales, the slopes and banks adjacent to a Waterbody, and other drainage facilities.

**"Wetland Conservation Areas"** has the meaning set forth in Section 10.6 hereof.

**"Yard"** means and includes the Front Yard, Side Yards and Back Yard of a Home.

### 3. **Interpretation.**

3.1 **Declarant Rights.** Unless otherwise specified herein, all rights given to Declarant and all decisions, determinations, consents and/or approvals made by Declarant hereunder shall be exercised or made in its sole, absolute and unfettered discretion.

3.2 **Association Rights.** Unless otherwise specified in this Declaration, prior to the Turnover Date, all rights given to the Association, and all decisions, determinations, consents and/or approvals made by the Association and/or the Board hereunder shall be exercised or made in its/their sole and absolute discretion. Unless otherwise specified in this Declaration, after the Turnover Date, all rights given to the Association and all decisions, determinations, consents and/or approvals made by the Association and/or Board hereunder, shall be exercised or made in its/their sole and reasonable discretion. Unless otherwise specified in this Declaration, all rights given to the Association, and all decisions, determinations, consents and/or approvals made by the Association or the Board, hereunder shall require a majority vote of the Board to exercise or make such decisions, determinations, consents and/or approvals. The Association may exercise any right and/or privilege given to it expressly by this Declaration, the Articles, the Bylaws and/or Florida law, along with such rights and privileges which are reasonably necessary to effectuate any such right and/or privilege and, except as otherwise specifically provided in this Declaration, the Articles, the Bylaws and/or by Florida law, all rights and powers of the Association may be exercised by the Board without a vote of the Members unless any such right has been reserved to the Members anywhere else in the Governing Documents.

3.3 **Gender Neutral.** All references to "her", "him" or "it" hereunder shall be interpreted to refer to any gender or entity. All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other number and any other gender, as the context or sense requires.

3.4 **Florida Statutes.** Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is Recorded unless: (i) a particular provision within Florida Statutes is provided to have retroactive effect; and/or (ii) a Florida court or Federal court with jurisdiction over the County has specifically provided otherwise.

4. **Creation of the Community; Plan of Development; and Overview of the Project.**

4.1 **Purpose and Intent.** Declarant, as the owner of the real property described on **Exhibit "A"**, intends by the Recording of this Declaration to create a general plan of development for the Community. This Declaration provides for the overall development, administration, operation, maintenance and preservation of the property. An integral part of the development plan is the creation of the Association, which is to be comprised of all Owners, to own, operate, insure, maintain, repair, replace and/or administer various Common Areas and community improvements and to administer and enforce this Declaration and the other Governing Documents. This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Florida Statutes Section 718.101, et seq.

4.2 **Binding Effect.** All property described on **Exhibit "A"**, and any Additional Property which is made subject to this Declaration in the future by Recording one (1) or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property, subject to Declarant's right to amend this Declaration prior to Turnover, and the Association's right to amend this Declaration after Turnover. This Declaration shall be binding upon all Persons having any right, title and/or interest in or to any portion of the Community, as well as all Invitees. This Declaration shall inure to the benefit of and be enforceable by Declarant, the Association, any Owner and their respective legal representatives, heirs, successors and assigns. Each Owner, upon acquisition of title to real property within the Community, and any person claiming by, through or under such Owner, agrees to be subject to the provisions of this Declaration and irrevocably waives any right to any claim that this Declaration and/or any Covenants and Restrictions contained in this Declaration, are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712, **Florida Statutes**, or otherwise. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on the Community by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all Covenants and Restrictions contained in this Declaration. This provision may not be amended except by Declarant.

**THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS RUN WITH THE TITLE TO ALL PROPERTY WITHIN THE COMMUNITY. YOU ARE ENCOURAGED TO READ THIS DECLARATION AND/OR HAVE AN ATTORNEY ADVISE YOU REGARDING ITS CONTENTS. BY ACCEPTANCE OF A DEED OR OTHER INSTRUMENT OF CONVEYANCE OR MORTGAGE (INCLUDING, WITHOUT LIMITATION, A CERTIFICATE OF TITLE OR OTHER PURCHASE DOCUMENT RECEIVED THROUGH A JUDICIAL SALE) OR LEASE FOR A HOME, LOT, PARCEL AND/OR ANY PORTION OF THE COMMUNITY, EACH PERSON, FOR HIMSELF, HERSELF OR ITSELF, HIS, HER AND/OR ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, BINDS HIMSELF, HERSELF OR ITSELF, HIS, HER AND/OR ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, TO ALL OF THE COVENANTS AND RESTRICTIONS CONTAINED IN THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS, AND IS AGREEING TO ABIDE AND BE BOUND BY THEM.**

4.3 **Governing Documents.** In the event of any conflict and/or inconsistency among Florida law, this Declaration, the Articles and/or the Bylaws, the provisions of Florida law, this Declaration, the Articles and the Bylaws, in that order, shall prevail. This Declaration and any Supplemental Declaration shall be construed to be consistent with each other to the greatest extent reasonably possible; provided, however, that in the event of any irreconcilable conflict, the provisions of any Supplemental Declaration shall prevail. In the event of any conflict or inconsistency among this Declaration (excluding the Rules and Regulations), the Rules and Regulations and the Design Guidelines, the most stringent standard shall apply. Nothing in this Declaration shall preclude any PCCRO, Supplemental Declaration and/or other Recorded covenants, restrictions and/or easements applicable to any portion of the Property from containing more restrictive provisions than this Declaration. The Governing Documents apply to all Invitees. Every Owner shall cause anyone Occupying or visiting such Owner's Lot to comply with the Governing Documents and shall be responsible for all violations of the Governing Documents and Claims and Losses relating to and/or arising from the use of the Common Area caused by such Persons, notwithstanding the fact that such Persons also are fully liable for such violations and Claims and Losses. IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND/OR DECLARANT AND WHICH GOVERN OR REGULATE

THE USES OF THE COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE COMMUNITY AND OTHER PORTIONS OF THE PROJECT AND THE VALUE THEREOF.

4.4 Association's Obligation to Cooperate. The Association shall at all times cooperate with every entity comprising Declarant, including, without limitation, Declarant Affiliates. Without limiting the foregoing, the Association shall provide Declarant with such consents and/or approvals which Declarant may request in connection with: (i) the sale of Homes, Lots and Parcels; and (ii) the development, construction, redevelopment, reconfiguration and conveyance of the Community, including, without limitation, the development, construction, redevelopment, reconfiguration and conveyance of the Common Areas. The Association shall also cooperate with Declarant in connection with the Turnover.

4.5 Overview of the Project. The planning process for the Community and the Project shall evolve over time, and from time-to-time, as, among other things, the needs and desires of Declarant change and as the real estate market changes. Declarant may, but shall not be obligated to, develop the Project into any type and mix of residential dwellings and/or commercial uses Declarant determines in its discretion, with any Common Areas Declarant desires in its discretion, subject only to the approval of applicable governmental authorities. In Declarant's discretion, the Project and/or the Community may not be built out completely for many years, and the Project and/or the Community may change in size in order to meet the then-current economic conditions and/or the demands of the buyers in the area. The Project and the Community may have Common Areas which are shared by all Owners and/or Occupants similarly, or there may be amenities and Common Areas which are used only by certain Owners and/or Occupants within the Project and/or the Community. Declarant shall have the ultimate flexibility to add property and/or remove property (including, without limitation, Common Areas) from the Community or Project as time goes on as Declarant deems desirable in its discretion and in accordance with Law. The existence at any point in time of walls, entrance features, landscape screens, or berms and/or other improvements or facilities (including, without limitation, passive parks and other Common Areas) is not a guaranty or promise that such items will remain or form part of the Community as finally developed, however "Active Recreational Facilities" (e.g. swimming pools, tennis courts, clubhouses and other recreational buildings), if constructed by Declarant will not, once completed, be removed by Declarant.

4.6 Plats; Master Plan and Promotional Materials. Declarant has established an overall Master Plan for the Community (including, without limitation, the Common Areas) which may change over time in Declarant's discretion. In addition, the description of the Community (including, without limitation, the Common Areas) on any Plat is subject to change (contingent upon receipt of the necessary plat approval(s) from the applicable governmental authorities) and the depictions and notes on any Plat are not a representation, warranty and/or guaranty of what facilities will be constructed on such Common Areas.

4.6.1 Notwithstanding anything shown on the Master Plan, any Plat or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan, any Plat and/or any site plan for the Community and/or the Project (and/or any portion thereof) and/or to remove, modify, eliminate and/or replace any amenities and/or improvements from time-to-time and at any time as Declarant deems desirable in its discretion and in accordance with Law; provided that Active Recreational Facilities, once built, will not be removed by Declarant. Each Owner should not rely on the Plat, Master Plan and/or any site plans or similar materials used for illustration purposes as this Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas.

4.6.2. WITHOUT LIMITING THE FOREGOING, DECLARANT, THE ASSOCIATION, AND/OR BUILDERS MAY PRESENT TO THE PUBLIC AND/OR TO OWNERS (OR POTENTIAL OWNERS) RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, WEBSITES, SALES BROCHURES, SITE PLANS, MARKETING MATERIALS AND/OR OTHER MATERIALS AND/OR DOCUMENTS REGARDING THE COMMUNITY AND/OR THE PROJECT (INCLUDING, WITHOUT LIMITATION, THE RECREATIONAL FACILITIES AND OTHER COMMON AREAS) AND/OR THE PROJECT (THE "PROMOTIONAL MATERIALS"). SUCH PROMOTIONAL MATERIALS ARE CONCEPTUAL DEPICTIONS AS TO HOW THE COMMUNITY (INCLUDING, WITHOUT LIMITATION, THE RECREATIONAL FACILITIES AND OTHER COMMON AREAS) AND/OR THE PROJECT MAY BE DEVELOPED AND WHAT AMENITIES, FACILITIES AND OTHER IMPROVEMENTS MAY BE INCLUDED

WITHIN THE COMMUNITY (INCLUDING, WITHOUT LIMITATION, THE COMMON AREAS) AND/OR THE PROJECT AND ARE NOT A REPRESENTATION, WARRANTY AND/OR GUARANTY OF HOW THE COMMUNITY (INCLUDING, WITHOUT LIMITATION, THE RECREATIONAL FACILITIES AND OTHER COMMON AREAS) AND/OR THE PROJECT WILL BE DEVELOPED OR APPEAR UPON COMPLETION, AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME IN DECLARANT'S DISCRETION. DECLARANT SPECIFICALLY RESERVES THE RIGHT, IN ITS DISCRETION, TO, WITHOUT LIMITATION, CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL PORTIONS OF THE COMMUNITY (INCLUDING, WITHOUT LIMITATION, THE RECREATIONAL FACILITIES AND OTHER COMMON AREAS) AND/OR THE PROJECT AT ANY TIME AND FROM TIME-TO-TIME WITHOUT NOTICE THEREFORE. ANY PROSPECTIVE BUYER IN THE COMMUNITY SHOULD NOT RELY ON PROMOTIONAL MATERIALS AS A REPRESENTATION, WARRANTY AND/OR GUARANTY BY DECLARANT OF HOW THE COMMUNITY (INCLUDING, WITHOUT LIMITATION, THE RECREATIONAL FACILITIES AND OTHER COMMON AREAS) AND/OR THE PROJECT WILL BE DEVELOPED OR APPEAR UPON COMPLETION (INCLUDING, WITHOUT LIMITATION, THE INCLUSION AND/OR LOCATION OF AMENITIES, FACILITIES AND/OR OTHER IMPROVEMENTS). NOTHING THAT MAY BE REPRESENTED TO A PURCHASER BY REAL ESTATE BROKERS, SALES PERSONS OR OTHERS REPRESENTING DECLARANT SHALL BE DEEMED TO CREATE ANY COVENANTS OR RESTRICTIONS, IMPLIED OR EXPRESS, WITH RESPECT TO THE USE OF ANY PROPERTY SUBJECT TO THIS DECLARATION OR ANY OTHER PORTION OF THE PROJECT.

4.6.3 No portion of any Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Declarant, prior to the Community Completion Date, and, thereafter, by the Association (each in its discretion). No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Community, without the prior written approval of Declarant, prior to the Community Completion Date, and, thereafter, by the Association (each in its discretion).

4.6.4. If Declarant withdraws portions of the Community from the Master Plan and/or from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership and/or other improvements of any nature on the property not subjected to and/or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any Person on account of its decision to do so or to provide, or fail to provide, the Common Areas (including, without limitation, Recreational Facilities) which were originally envisioned to be included in such areas. If so designated by Declarant, owners, tenants and other residents of such other forms of housing or improvements may share in the use of some or all of the Common Areas (including, without limitation, Recreational Facilities) which are subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant in its discretion.

4.6.5. In furtherance and not in limitation of the other disclaimers contained in this Declaration, Declarant makes no representations, warranties and/or guarantees, and expressly disclaims any such representations, warranties and/or guarantees, concerning development (both within and outside the boundaries of the Community and the Project) of homes, buildings, improvements, Waterbodies, open spaces and other areas, including, but not limited to, the number, size, location, boundaries, configuration, elevations, design, building materials, colors, height, view, line of sight, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and/or amenities offered. In addition, Declarant has the right, from time-to-time, in its discretion, to establish and/or adjust sales prices and/or price levels for homes and/or parcels of land both within and outside the boundaries of the Community and the Project.

4.7 Term. Unless terminated as provided in this Declaration, this Declaration (and the Covenants and Restrictions contained in this Declaration) shall have perpetual duration. If Florida law limits the period during which covenants may run with the land and/or be enforced, then, to the extent consistent with such law, this Declaration (and the Covenants and Restrictions contained in this Declaration) shall have an initial term of term of twenty-five (25) years from the date this Declaration is Recorded after which time this Declaration (and the Covenants and Restrictions contained in this Declaration) shall be automatically extended for successive periods of twenty (20) years each, unless terminated as provided in this Declaration. Notwithstanding the foregoing, so long as Florida law recognizes the rule against perpetuities, if any of the provisions of this Declaration shall be unlawful,

void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

4.8 Termination. Unless otherwise required by Florida law, this Declaration may not be terminated except by an instrument signed by the Owners of at least ninety percent (90%) of the total Voting Interests, and, if prior to the Community Completion Date, by Declarant. Any such instrument shall set forth the intent to terminate this Declaration and shall be Recorded. Nothing in this Section 4.8 shall be construed to permit termination of any easement created in this Declaration without the prior written consent of the holder of such easement. This Section 4.8 may not be amended.

5. Amendments to Declaration.

5.1 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Declarant shall have the right to unilaterally amend, supplement and/or restate this Declaration from time-to-time as it determines appropriate, without the joinder or consent of any Person whatsoever, except as expressly limited by Law as it exists on the date this Declaration is Recorded or except as expressly set forth herein. Declarant's right to amend, supplement and/or restate this Declaration under this provision is to be construed as broadly as possible. If the Class A Members of the Association desire to amend, supplement and/or restate this Declaration prior to and including the Turnover Date, the Association must first obtain: (i) approval of the proposed amendment by two-thirds (2/3) of the total Voting Interests held by Owners other than Declarant present (in person or by proxy) at a duly noticed meeting of the Members at which there is a quorum; and (ii) Declarant's prior written consent (which Declarant may withhold in its sole discretion) to the proposed amendment. The Association shall give Declarant sixty (60) days' prior written notice of its intent to amend, supplement and/or restate this Declaration, along with the proposed written amendment. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

5.2 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth below, this Declaration may be amended, supplemented and/or restated from time-to-time with approval of the proposed amendment by: (i) a majority of the Board; and (ii) two-thirds (2/3) of the total Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum; and (iii) Declarant (which approval Declarant may withhold in its discretion), if prior to the Community Completion Date and if and to the extent that such requirement is not prohibited by Florida law. The Association shall give Declarant sixty (60) days' prior written notice of its intent to amend, supplement and/or restate this Declaration, along with the proposed written amendment. After the Turnover Date, Declarant shall have the right to unilaterally amend the Governing Documents if and to the extent permitted by Florida law. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

5.3 Compliance with HUD, FHA, VA, FNMA, GNMA. Notwithstanding any provision of this Declaration to the contrary, prior to and including the Turnover Date, Declarant shall have the right to amend this Declaration, from time-to-time, to make such changes, modifications and additions therein and thereto as may be requested or required by the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Administration ("FHA"), the U.S. Department of Veteran Affairs ("VA"), the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA") and/or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty and/or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners and/or any other Person shall be required or necessary to effectuate such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth herein, the Board shall have the right to amend this Declaration, from time-to-time, to make such changes, modifications and additions herein and hereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA and/or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to effectuate any such amendments by the Board.

5.4 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment, modification and/or restatement to or of this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant (which Declarant may withhold in its discretion). No amendment, modification and/or restatement shall alter the provisions of this Declaration regarding the specific rights and obligations of Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental authority having jurisdiction is required by Law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments affecting the Stormwater Management System and/or any Wetland Conservation Areas must comply with Section 10.5.2 which benefits the Water Management District.

5.5 Additional Restriction on Amendments. Notwithstanding any provision of this Declaration to the contrary, this Declaration may not be amended: (i) to permit any person under the age of eighteen (18) to Occupy a Home; and/or or (ii) in any other manner which would: (a) result in the Community no longer being in compliance with the FHA Act; and/or (b) impact the Community's ability to comply with the requirements of the FHA Act for the purpose of maintaining the age restrictions set forth in Section 16.1 hereof.

5.6 Validity and Effective Date of Amendments.

5.6.1 Amendments, modifications and restatements to this Declaration shall become effective upon the Recording thereof, unless a later effective date is specified therein. In no event shall a change of conditions or circumstances operate to amend, modify and/or restate any provisions of this Declaration.

5.6.2. If an Owner consents to any amendment, modification and/or restatement to or of this Declaration and/or any of the other Governing Documents, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third-party will affect the validity of such amendment, modification and/or restatement.

5.6.3. No amendment, modification and/or restatement may, directly or indirectly, remove, revoke or modify the status of, or any right or privilege of Declarant and/or the Class "B" Member without the written consent of Declarant, or the Class "B" Member, respectively (or the assignee of such right or privilege).

5.7 No Vested Rights. Each Owner, by acceptance of an Instrument of Conveyance to a Home and/or Lot irrevocably waives any claim that such Owner has any vested rights pursuant to Law with respect to this Declaration or any of the other Governing Documents, except as expressly provided by Law as it exists on the date this Declaration is Recorded.

5.8 Document Recordation by Owners Prohibited. Neither the Association nor any Owner may Record any documents which, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration or any other Governing Documents. No person shall record any covenants, conditions and/or restrictions, including, without limitation, a declaration of condominium or similar instrument affecting any portion of Property without Declarant's prior review and prior written consent, which may be granted or withheld in its discretion. Evidence of Declarant's prior written consent shall be obtained in the form of a joinder executed by Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by Declarant and Recorded.

6. Annexation and Withdrawal of Property Subject to this Declaration.

6.1 Annexation by Declarant. Prior to the Community Completion Date, additional real property may be made part of the Community by Declarant in its sole discretion. Any such additional real property to be subjected to this Declaration and the jurisdiction of the Association (i.e., annexed) may or may not be adjacent to the Community and any such annexation shall be done by a Recorded Supplemental Declaration. Any such annexation shall be effective upon the Recording of such Supplemental Declaration, unless otherwise provided therein. Except for applicable governmental approvals (if any) or as otherwise required under applicable law, no consent to such annexation shall be required from any other Person (including, but not limited to, the Association, any Owners and/or any Lenders) other than the owner of the real property to be annexed, if other than Declarant. Such

Supplemental Declaration shall subject the annexed lands to the provisions of this Declaration as fully as though the annexed real property were described herein as a portion of the Community at the time of the execution and Recording of this Declaration. Such Supplemental Declaration may contain additions to, modifications of and/or omissions from, the Covenants and Restrictions contained in this Declaration as desired by Declarant in its sole discretion. Prior to the Community Completion Date, only Declarant may annex real property into the Community.

6.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of: (i) a majority of the Board; and (ii) two-thirds (2/3) of the total Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum. Such annexation shall be accomplished by Recording a Supplemental Declaration, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the Owner of the annexed property. Any such annexation shall be effective upon the Recording of such Supplemental Declaration, unless otherwise provided therein.

6.3 Withdrawal. Prior to the Community Completion Date, any portions of the Community (including, without limitation, Common Areas, but not including Active Recreation Areas) may be withdrawn by Declarant (in its discretion) from the effect and coverage of this Declaration by Recording a Supplemental Declaration. The right of Declarant to withdraw portions of the Community shall not apply to any Lot and/or Parcel which has been conveyed to an Owner, unless that right is specifically reserved in the Instrument of Conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Community shall not require the consent or joinder of any other Person (including, but not limited to, the Association, any Owners or any Lenders) other than the owner of such property if other than Declarant. The Association shall have no right to withdraw land from the Community; provided, however, that the Association may dedicate portions of the Common Area to the City, the County and/or to any other local, state, or federal governmental or quasi-governmental entity, subject to such approval as may be required by this Declaration, including, without limitation, the requirement that any such action intended to be taken at any time on or prior to the Community Completion Date shall be subject to the prior written approval of Declarant (which approval may be withheld in its discretion). If any property (including, without limitation, Common Areas) to be withdrawn by Declarant have previously been conveyed or dedicated to the Association, upon Declarant's request, the Association shall reconvey the same to Declarant and/or its Designees in accordance with Section 9.3.2 hereof.

6.4 Additional Covenants and Easements. Declarant may subject any portion of the property submitted to this Declaration to additional covenants and easements, including, without limitation, covenants obligating the Association to maintain and/or insure such property on behalf of the Owners thereof and obligating such Owners to pay the costs incurred by the Association through Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration Recorded either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owner(s) of such property, if other than Declarant. Any such Supplemental Declaration may supplement, create exceptions to, and/or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and/or intended use of such property. In furtherance and not in limitation of the foregoing, Declarant may, by Recording a Supplemental Declaration, form condominium associations, sub-associations, or cooperatives governing portions of the Property.

6.5 Effect of Filing Supplemental Declaration. Any Supplemental Declaration Recorded pursuant to this Article 6 shall be effective upon Recording, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any Additional Property subjected to this Declaration shall be assigned voting rights in the Association and be subject to Assessments in accordance with the provisions of the Supplemental Declaration and this Declaration.

6.6 Amendment. Prior to the Community Completion Date, this Article 6 shall not be amended without the prior written consent of Declarant.

## **7. The Association and Membership.**

7.1 Function of Association. The Association is the entity responsible for the management,

maintenance, operation and control of the Common Areas. The Association shall be the primary entity responsible for the enforcement of this Declaration, each Supplemental Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association as may be adopted from time-to-time. Upon assignment to the Association by Declarant of some or all of its Architectural Rights, the Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration, whichever is applicable, and the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles and Florida law.

7.2 Membership. Upon acquisition of title to a Lot, and as more fully provided in the Bylaws, each Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Declaration and the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. Membership rights are governed by the provisions of this Declaration, the other Governing Documents and the Instrument of Conveyance to a Lot. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. Declarant's rights with respect to the Association are set forth in this Declaration and the other Governing Documents.

7.3 Voting Interests in the Association. Voting interests in the Association are more particularly set forth in the Bylaws.

7.4 Effect of Transfer or Conveyance of a Lot. The transfer or other conveyance of fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating the Owner's title to that Home and/or Lot, shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and/or Lot and shall terminate such Owner's Membership in the Association. An Owner's rights and privileges under this Declaration run with the land, and are not assignable separately from the ownership of a Lot. The record Owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, this Declaration and the other Governing Documents, including, without limitation, the obligation to pay all Assessments and other charges accruing. All Persons acquiring any right, title and/or interest in and/or to any Home, Lot and/or Parcel shall be fully bound by this Declaration and other Governing Documents. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon, its predecessor in title pursuant to this Declaration. The transferor of title (including, without limitation, pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) in and/or to any Home, Lot and/or Parcel and the transferee of title shall each be jointly and severally liable for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments and/or other charges accruing prior to the date of transfer.

7.5 Classes of Membership and Voting. The Association shall have two (2) classes of Membership, Class "A" and Class "B", as defined in the Bylaws. How votes are cast by each class of Members, the voting rights related thereto, and the procedure for Turnover of the Association are set forth in the Bylaws.

## **8. Powers and Duties of the Association.**

8.1 General. The Association shall have the following powers and duties:

8.1.1 To have and exercise any and all powers, rights and privileges which a corporation organized under the Non Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise including, without limitation, those powers more particularly set forth in this Declaration.

8.1.2 To perform all the duties and obligations of the Association set forth in this Declaration, in the Bylaws, in the other Governing Documents, and as permitted by Florida law.

8.1.3 To administer and enforce, by legal action and/or otherwise, this Declaration, the Articles, the Bylaws, the other Governing Documents, and all rules, regulations, covenants, restrictions and agreements governing or binding the Association and the Community.

8.1.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments and other charges (i.e. interest and late fees) pursuant to the terms of this Declaration, the Articles, the Bylaws, and the other Governing Documents.

8.1.5 To pay all operating costs, including, but not limited to, all licenses, taxes and/or governmental charges levied and/or imposed against the property of Association.

8.1.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, own, operate, insure, maintain, repair, replace and administer, convey, grant rights and easements in and to, sell, dedicate, grant, license, lease, concession, transfer and/or otherwise dispose of real and/or personal property (including, without limitation, the Common Areas) to any public agency, entity, authority, utility and/or other Person in connection with the functions of the Association, except as limited by this Declaration.

8.1.7 To borrow money and to mortgage, pledge and/or hypothecate any or all of its real and/or personal property as security for money or debts incurred, except as limited by this Declaration.

8.1.8 To participate in mergers and/or consolidations with other non-profit corporations organized for the same purposes.

8.1.9 To adopt, publish, promulgate and enforce rules, regulations, covenants, restrictions and/or agreements governing the Association, the Community, the Common Areas and/or the Lots as provided in (and as limited by) this Declaration and to effectuate all of the purposes for which Association is organized.

8.1.10 To employ personnel and/or retain independent contractors by contract for the management of the Association, the Community and/or the Common Areas as provided in (and as limited by) this Declaration and to delegate in such contract(s) all or any part of the powers and/or duties of the Association.

8.1.11 To contract for services to be provided to, or for the benefit of, the Association, the Owners, the Common Areas and/or the Community as provided in (and as limited by) this Declaration, such as, but not limited to, maintenance, garbage pick-up and utility services.

8.1.12 To establish committees and delegate certain of its functions to those committees.

8.1.13 To sue and be sued.

8.1.14 To contract with governmental authorities, including, without limitation, any special taxing districts (including, without limitation the CDD) for any purpose, including, without limitation, to improve, operate, insure, maintain, repair, replace and/or administer any property and/or improvements within, serving and/or benefiting the Community (or a portion thereof).

8.1.15 To operate, maintain and/or manage the Common Areas and any other areas of responsibility under the Association's control and, at the Board's option, the Association may contract with the CDD to maintain all or portions of property, equipment and other facilities owned by the CDD, at the CDD's expense.

8.1.16 Unless the obligation therefor has been assumed by the CDD: (i) own, operate, insure (as required), maintain, repair, replace and administer the Surface Water Management System (the costs associated with which shall be Common Expenses) in a manner consistent with the applicable District Permit requirements and applicable Water Management District rules and the requirements of the County and the City, as applicable, and assist in the enforcement of the provisions contained in this Declaration which relate to the Surface Water Management System; and (ii) assess and collect assessments for the operation, insurance (as required), maintenance, repair, replacement and administration of the Surface Water Management System, including, but not limited, to work within retention areas, drainage structures and drainage easements, provided that any repair or reconstruction of the Surface Water Management System shall be as permitted, or, if modified, as approved, by the Water Management District.

8.2 Declarant's Approval. To the fullest extent permitted by Law, prior to and including the Turnover Date, Declarant shall have the right to approve or reject any and all agreements and/or contracts which are entered into by the Association and any such agreements and/or contracts not approved by Declarant may be voided by Declarant.

8.3 Delegation of Obligations and Management Services. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed community association manager and/or management company. The Association specifically shall have the right to pay for management services as approved by the Board in its discretion (including, without limitation, bonuses and/or special fee arrangements for meeting financial or other goals). Until the Turnover Date, Declarant, Declarant's Representatives and/or Declarant's Designees shall have the right to manage the Association or, in the alternative, at Declarant's option, to approve any licensed community association manager and/or management company which the Association desires to retain. The Owners and the Association acknowledge that it is fair and reasonable to have Declarant's Representatives and/or Declarant's Designees manage the Association prior to Turnover.

8.4 Community Publications. From time-to-time, the Association may elect to publish news articles and photographs of Owners and/or Invitees in community newspapers, online newsletters and websites and other publications intended to provide general information to Owners and Invitees and business owners within the Community and/or the Project. By virtue of having elected to acquire, lease and/or utilize property in the Community, all Owners and Lessees, for themselves and for their Invitees are deemed to have consented to the use, publication and distribution of their photographs in any of the aforementioned media that the Association may elect to publish or distribute from time-to-time.

## 9. Common Areas.

9.1 Prior to Conveyance to the Association. Prior to the conveyance and/or dedication of the Common Areas to the Association, any portion of the Common Areas identified and/or designated as Common Areas and made available for use by Owners by Declarant, in its discretion, shall be operated, insured, maintained, repaired, replaced and administered at the sole cost of the Association in accordance with this Declaration. Owners have no right in or to any Common Areas referred to in this Declaration and/or on any Plat unless and until same are actually identified or designated and made available for use by Owners by Declarant in its discretion or conveyed to, leased by and/or dedicated to the Association. The current conceptual plans and/or depictions, if any, regarding the composition of the Common Areas are not a representation, warranty and/or guaranty of the final composition of the Common Areas. No Person should rely upon any statement contained in this Declaration as a representation, warranty and/or guaranty as to the extent of the Common Areas to be constructed by Declarant and owned and operated by the Association as part of the Community. Declarant, until the Community Completion Date, further specifically retains the right to add to, delete from and/or modify any of the Common Areas (other than Active Recreation Areas) at its discretion, from time-to-time, without notice.

9.2 Construction of Common Area Improvements. Declarant anticipates that it will construct, at its sole cost, certain improvements as part of the Common Areas as Declarant determines in its discretion, which may include, without limitation, passive parks and/or other Recreational Facilities for the use and benefit of Owners, Lessees and their respective Immediate Family Members and guests (collectively, the "Recreational Facilities"). Declarant shall be the sole judge, in its discretion, of the composition of any improvements comprising the Common Areas (including, without limitation, the Recreational Facilities), including, without limitation, the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property (e.g., furniture), color, textures, finishes or changes or modifications to any of them. Prior to the Community Completion Date, Declarant reserves the absolute right (without the consent and/or joinder of any other party (including, but not limited to, the Association, Owners and/or Lenders)) to construct additional Common Area improvements within the Community, from time-to-time, in its discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas; provided that Declarant shall not eliminate in their entirety, Active Recreational Facilities without the consent of the Owner Directors of the Board.

9.3 Conveyance/Dedication to and Acceptance of Common Areas by the Association.

9.3.1 General. The Association may acquire, hold, lease, license, operate and/or dispose of tangible and intangible personal property and real property as Common Areas. Declarant and/or its Designees may convey to the Association improved and/or unimproved real estate located within the Project, personal property and leasehold and other property rights and interests, and any and all such property shall be accepted by the Association and, thereafter, shall be maintained as Common Areas by the Association, at its expense, for the benefit of Members, subject to any matters described in Section 9.3.3 below.

9.3.2 Conveyance by Declarant. Simultaneously with a Plat being Recorded for a portion of the Community, or later, as determined by Declarant in its discretion, or as may be required by Law, all or portions of the Common Areas within the Community (or applicable portion thereof) shall be conveyed and/or dedicated to the Association by a Plat, Instrument of Conveyance (including, without limitation, a quit claim deed), easement and/or other agreement, as determined by Declarant in its discretion. The Association shall, if permitted by Florida law, pay all of the costs of the conveyance. The Association is hereby deemed to have assumed and agreed to pay all continuing obligations (including, without limitation, service and similar contracts) relating to the ownership, operation, maintenance, repair, replacement and/or administration of the conveyed/dedicated portions of Common Areas and all other obligations relating to the Common Areas imposed herein. In furtherance and not in limitation of the foregoing, the Association shall accept any and all transfers of permits from Declarant, and/or any other permittee of any permit required by a governmental agency in connection with the development and/or operation of the Community, as modified and/or amended and, to the extent legally required, the Association shall be deemed to have granted to Declarant an irrevocable power of attorney, coupled with an interest, for the purposes thereof. Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association. The Association is hereby also deemed to accept any and all such dedications and/or conveyances without setoff, condition and/or qualification of any nature. THE COMMON AREAS (INCLUDING, WITHOUT LIMITATION, THE PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO) SHALL BE DEDICATED AND/OR CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION, WARRANTY AND/OR GUARANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OR ANY OTHER MATTER RELATING TO THE COMMON AREAS BEING CONVEYED AND/OR DEDICATED.

9.3.3 Transfer of Common Areas. Each conveyance and/or dedication of the Common Areas shall be deemed to be subject to the following matters (in addition to any and all other rights granted by Declarant and/or reserved to Declarant, Declarant's Representatives and/or Declarant's Designees in Declarant's discretion):

9.3.3.1 a perpetual non-exclusive easement in favor of governmental authorities for the maintenance and/or repair of any items which are required to be maintained and/or by such governmental authorities and in favor of emergency access vehicles, law enforcement authorities, and U.S. mail carriers;

9.3.3.2 matters reflected on the Plat dedicating or conveying the Common Areas;

9.3.3.3 matters included in the Instrument of Conveyance, easement and/or other agreement conveying the interest to the Association;

9.3.3.4 easements, restrictions, reservations, conditions, limitations, declarations and other matters of record;

9.3.3.5 real estate taxes for the year of conveyance, zoning, land use regulations and survey matters;

9.3.3.6 perpetual non-exclusive easements in favor of Declarant, its Representatives and its Designees, without charge, in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of signage, utilities, landscaping, drainage and/or other facilities and improvements including, without limitation, the right to use roadways for construction vehicles and equipment and the right to use the Common Areas for marketing activities as provided in Section 18.4;

9.3.3.7 the terms and conditions of the CDD Documents, this Declaration and any and all restrictions, easements, covenants and other matters of record;

9.3.3.8 a reservation of right (whether or not included in the on the Plat, Instrument of Conveyance, easement and/or other agreement dedicating and/or conveying the interest in the Common Areas to the Association) in favor of Declarant (until the Community Completion Date) to require that the Association reconvey all or any portion of the Common Areas (and/or any other property owned by the Association) to Declarant and/or its Designees, by quitclaim deed, whether or not such property has been improved by landscaping, decorative walls, signs, irrigation, utilities and/or other improvements, if such property is required by Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise; such reconveyance shall be without payment by Declarant or Declarant's Designees if the property was originally conveyed or dedicated to the Association for no or nominal payment. To the extent legally permissible, the Association shall be deemed to have granted to Declarant an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. Notwithstanding the foregoing, Declarant shall not have the right to require the Association to reconvey to Declarant in their entirety, Active Recreation Areas, unless they are thereafter replaced with reasonably equivalent facilities; provided that the Association shall, if requested by Declarant, reconvey portions of the property containing Active Recreation Areas to the extent such reconveyance will not materially and adversely affect the operation of such Areas.

9.4 Defect in Common Areas. If the Association believes that Declarant failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under Law or that the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Once the Association has given written notice to Declarant pursuant to this Section 9.4, the Association shall be obligated to permit Declarant and Declarant's Representatives to, at all reasonable times, perform inspections and/or tests of the Common Areas, to perform all tests and to make all repairs or replacements deemed necessary by Declarant (in its discretion) to respond to such notice. The Association agrees that any inspection, test, repair or replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section 9.4 include the right of Declarant and/or its Representatives to access and enter upon the Common Areas to inspect and/or test the same and to repair and/or address any aspect of the Common Areas deemed defective by Declarant in its discretion during its inspections of the Common Areas. The Association acknowledges and agrees that the Association's failure to give the notice and/or to otherwise comply with the provisions of this Section 9.4 will damage Declarant.

9.5 Operation of Common Areas After Conveyance.

9.5.1 General. Except to the extent that responsibility therefor has been assigned to or assumed by the CDD, after the conveyance and/or dedication of any portion of the Common Areas to the Association, such portion of the Common Areas (including, without limitation, all facilities and improvements comprising a portion thereof) shall, subject to the provisions of this Declaration and the document of conveyance and/or dedication, be owned, operated, insured, maintained, repaired, replaced and administered by the Association for the use and benefit of the Owners (or some of the Owners, if the Common Area is an Exclusive Common Area), the Association and Declarant.

9.5.2 Transfer of Common Areas. Subject to the Association's right to grant easements and other interests as provided herein, and subject to the approval rights of the Water Management District, the County and/or the City, if and as applicable under Section 10.5.2 below with respect to Common Areas containing or affecting the Surface Water Management System, the Association may not convey, abandon, alienate, and/or transfer all or any portion of the Common Areas to a third-party without obtaining: (i) if prior to and including the Turnover Date (a) approval by a majority of the Board and the Declarant; and (ii) from and after the Turnover Date, (x) approval by a majority of the Board and two-thirds (2/3) of the total Class "A" votes held by Owners other than Declarant; and (y) if and to the extent that such requirement is not prohibited by Florida law, Declarant's prior written consent (which Declarant may withhold in its discretion) if on or prior to the Community Completion Date.

9.6 Reserved.

9.7 Use of Common Areas.

9.7.1 Use by Declarant and its Designees. Until the Community Completion Date, Declarant, its Representatives and its Designees shall have the right to maintain and carry on upon portions of the Common Area such facilities, activities and events as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction, sale or marketing of the Community, including, but not limited to, business offices, signs and displays, model units, parties and receptions, sales offices, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and events. Declarant shall have easements for access to and use of such facilities and all of the uses set forth herein shall be deemed included in the easement rights reserved to Declarant and its Designees pursuant to Section 18.4 hereof. Declarant, during the course of construction on the property adjacent to any Common Area, may use such Common Area for temporary storage and for facilitating construction on adjacent property. Upon cessation of such use, Declarant shall restore such Common Area to its condition prior to such use. If Declarant's use under this Section results in additional costs to the Association, Declarant shall reimburse the Association for such costs, but Declarant shall not be obligated to pay any use fees, rent or similar charges for its use of Common Area pursuant to this Section. Declarant may grant to Designees some or all of the rights reserved by it in this Subsection, however, such designation must be in writing and must specify those rights being granted to such designee pursuant to this Subsection. Declarant and its employees, agents and Designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

9.7.2 Use by Others. Prior to the Turnover Date, Declarant, and thereafter, the Association (each in its discretion), may, at any and all times, and from time-to-time, make the Common Areas available to such Persons as they determine to be appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. In furtherance and not in limitation of the foregoing, Declarant reserves the right, in its discretion, by easement, deed and/or other instrument, to permit Persons outside the Community and/or Project to use any of the Common Areas, including, without limitation, Recreational Facilities, Irrigation System and/or the Surface Water Management System (subject, as to the Irrigation System and/or the Surface Water Management System, to the District Permit, applicable rules of the Water Management District and/or requirements of the County and the City, as applicable) conveyed to the Association, provided that Declarant imposes on such Persons (and/or an association or other entity established for the benefit of such Persons), by means of a declaration, joint use and cost-sharing agreement and/or other instrument, the obligation to pay to the Association such Person's pro-rata share of the Common Expenses, relating thereto. As to any such right given to any such Person, association and/or other entity as to the Irrigation System and/or the Surface Water Management System, the declaration, joint use and cost-sharing agreement and/or other instrument granting such right must also include: (i) a grant to the Association (and its Representatives and Designees) of a perpetual, non-exclusive right and easement over portions of the benefited property for the placement, inspection, maintenance, operation, repair and replacement of the Irrigation System and access therefor; and (ii) comply with the District Permit, applicable rules of the Water Management District and/or requirements of the County and the City, as applicable. By way of example and not limitation, Declarant may grant and establish for the benefit of property outside of the Community and/or the Project, a perpetual, non-exclusive right and easement to connect to the Irrigation System and to draw water from the Surface Water Management System for the purpose of providing irrigation to such property, subject to any and all restrictions imposed the District Permit, applicable rules of the Water Management District and/or requirements of the County and the City, as applicable.

## 9.8 Rules and Regulations.

9.8.1 General. Until the Turnover Date, Declarant, and thereafter, the Association (each in its discretion), shall have the right to adopt Supplemental Rules and Regulations governing the use of the Common Areas and the Community (including, without limitation, Recreational Facilities, Homes and Lots), which Supplemental Rules and Regulations may modify, amend and/or restate, as applicable, the Initial Rules and Regulations. The Supplemental Rules and Regulations need not be Recorded. The Common Areas and the Community (including, without limitation, Homes and Lots) shall be used in accordance with the Covenants and Restrictions of this Declaration, the Rules and Regulations and all other Governing Documents and no portion of the Common Areas may be obstructed, encumbered and/or used for any purpose in violation thereof.

9.8.2 Declarant Not Subject to the Rules and Regulations. As more completely described and

provided in Section 15.2, the Rules and Regulations do not apply to Declarant, Declarant's Representatives and/or Declarant's Designees, and/or to any property owned by Declarant or Declarant's Representatives and shall not be applied in a manner which would prohibit or restrict the development of the Community and/or the Project by Declarant and/or Declarant's Representatives, or adversely affect the interests of Declarant and/or Declarant's Representatives.

9.8.3 Default by Another Owner. Neither any default by any Owner under this Declaration or by any person using the Common Areas nor any other act or omission by any of them shall be considered: (i) a breach by Declarant or the Association (or any of their respective Representatives) or by a non-defaulting Owner or other Person of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) a waiver of the Covenants and Restrictions of this Declaration, the Rules and Regulations and/or any of the other Governing Documents.

9.9 Assumption of Risk. Without limiting any other provision of this Declaration, each Person within any portion of the Community, and each Owner, for themselves, and such Owner's Guests, accepts and assumes all risk and responsibility for noise, liability, injury (including, without limitation, death) and/or damage connected with and/or relating to any use and/or occupancy of any portion of the Common Areas (including, without limitation, Recreational Facilities), the Community and/or the Project, by such person and/or by any third-party including, without limitation: (i) the actions and/or inactions of, and/or nuisances caused by, neighboring Owners and their Invitees and/or adjacent land owners and/or their Invitees; (ii) noise, dust and other disturbances resulting from and/or relating to maintenance, construction and other equipment; (iii) the use of pesticides, herbicides, fertilizers and/or other chemicals, (iv) obstructions to view/line of sight caused by maturation of trees, shrubbery and/or vegetation and/or the construction and/or installation of improvements; (v) reduction in privacy caused by the removal, pruning and/or death of shrubbery, trees and/or vegetation and/or the construction, installation and/or removal of structures, improvements or other items; and (vi) the design of any portion of the Community and/or the Project.

IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, EACH OWNER ACKNOWLEDGES THAT THE PROJECT AND THE COMMUNITY (INCLUDING, WITHOUT LIMITATION, THE COMMON AREAS) MAY CONTAIN WILDLIFE, INCLUDING, WITHOUT LIMITATION, INSECTS, ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, BEARS, SWINE, TURKEYS, COYOTES, AND FOXES. NEITHER DECLARANT NOR THE ASSOCIATION (NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES) ARE GUARANTORS OF THE SAFETY AND/OR WELFARE OF ANY PERSON AND THEY SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE AND/OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND SUCH OWNER'S INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Property. Conduct that may attract wild creatures onto Property, and that may be restricted and/or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild creatures and/or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators and/or freezers in garages and/or on porches or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) keeping bees; (iv) not keeping garage doors closed in accordance with this Declaration; and (v) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate Rules and Regulations which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto the Property.

9.10 Indemnification.

9.10.1 Owner's Obligation to Indemnify. Each Owner, for themselves and their such Owner's Invitees, and each other Person entering onto any portion of the Community, shall and hereby does release and Indemnify the Indemnified Parties (as to Declarant, jointly and severally with the Association, as applicable) from and against all Claims and Losses incurred by and/or asserted against any of the Indemnified Parties, from and after the date hereof, as a result of or in any way related to, directly or indirectly: (i) the use of Common Areas and other portions of the Community, including, without limitation, Recreational Facilities and/or Waterbodies, by such Owner and/or such Owner's such Owner's Invitees; (ii) the failure of such Owner and/or any of such Owner's such

Owner's Invitees to comply with this Declaration, any Supplemental Declaration and/or any other covenants Governing Documents; (iii) the interpretation of this Declaration and/or any of the other Governing Documents; and/or (iv) any act or omission of any of the Indemnified Parties; provided that the foregoing indemnity (but not the release) shall not apply to an Indemnified Party who suffers such Claim or Loss as a result of the gross negligence of such Indemnified Party. By way of example and not limitation, an Owner shall be responsible for damages caused to any Common Areas by any of such Owner's such Owner's Invitees whether such damages were caused by the negligence of such Owner's such Owner's Invitees or not. If an Owner brings suit or makes a claim against any of the Indemnified Parties for any matter and fails to obtain a judgment therein against any such Indemnified Parties, such Owner shall be liable to such Indemnified Parties for all Claims and Losses incurred by the Indemnified Parties.

9.10.2 The Association's Obligation to Indemnify. The Association (jointly and severally with the Association, as applicable) shall and hereby does release and Indemnify (as to Declarant, jointly and severally with the Association, as applicable) the Declarant Indemnified Parties from and against all Claims and Losses incurred by and/or asserted against any of the Declarant Indemnified Parties, from and after the date hereof, as a result of or in any way related to, directly or indirectly: (i) the Common Areas including, without limitation, use of Recreational Facilities and/or Waterbodies; and/or (ii) any act or omission of the Association and/or its Representatives or Designees, including, without limitation, relating to and/or arising out of the Associations ownership, operation, maintenance, repair, replacement and/or administration (or failure with respect thereto) of the Common Areas. The costs and expenses of the Association fulfilling these obligations shall be Common Expenses, to the extent such matters are not covered by insurance maintained by the Association.

9.11 Specific Common Areas.

9.11.1 Waterbodies.

9.11.1.1 EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES, INCLUDING THE NAVIGABLE RETENTION POND, WITHIN THE COMMUNITY MAY VARY. THERE IS NO REPRESENTATION, WARRANTY AND/OR GUARANTY BY DECLARANT AND/OR THE ASSOCIATION (AND/OR ANY OF THEIR RESPECTIVE REPRESENTATIVES) CONCERNING THE CURRENT AND/OR FUTURE WATER LEVELS IN ANY WATERBODIES WITHIN OR ADJACENT TO THE COMMUNITY, INCLUDING, WITHOUT LIMITATION, THAT WATER LEVELS IN ANY WATERBODY WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. IN FACT, AT TIMES, AND FROM TIME-TO-TIME, WATER LEVELS WITHIN WATERBODIES MAY BE NONEXISTENT. FURTHER, NEITHER DECLARANT NOR THE ASSOCIATION (NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES) BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE, AMONG OTHER THINGS, SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF DECLARANT AND THE ASSOCIATION. EACH OWNER ACKNOWLEDGES AND AGREES THAT THE RECREATIONAL USE OF THE LAKES WITHIN OR ADJACENT TO THE COMMUNITY IS DONE SO AT EACH OWNER'S RISK AND IS SUBJECT TO THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION AND THE RULES AND REGULATIONS (WHICH MAY PROHIBIT SOME OR ALL ACTIVITIES). EACH OWNER ALSO ACKNOWLEDGES AND AGREES THAT DECLARANT AND THE ASSOCIATION (AND THEIR RESPECTIVE REPRESENTATIVES) ARE NOT GUARANTORS OF THE SAFETY AND/OR WELFARE OF ANYONE USING WATERBODIES AND THAT NONE OF THEM HAVE ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INJURY OR LOSS WHICH ARISES FROM USE OF SUCH WATERBODIES.

9.11.1.2 Declarant and the Association may, but are not obligated, to erect fences, gates and/or walls around and/or adjacent to any Waterbody. Notwithstanding the foregoing, an Owner may erect a fence on such Owner's Lot, adjacent to the boundary of a Waterbody subject to this Declaration, including, without limitation, compliance with the requirements of Article 21 hereof.

9.11.1.3 Owners acknowledge that the use of use the Alligator Chain of Lakes is controlled by governmental authorities that have jurisdiction thereover and that the rules and regulations imposed by such entities is subject to change. Recreational water vessels (including, without limitation, canoes and kayaks) may

only be launched or placed in the water from the area(s) designated by the Board. Except for the Navigable Retention Pond, which is subject to Article 11 hereof, no recreational use of any type (including, but not limited to swimming and boating) is allowed in any other Waterbodies within the Community. Feeding wildlife is prohibited within any Waterbodies within or adjacent to the Community. In addition to the foregoing restrictions and any restrictions imposed by governmental authorities, the Board may enact Supplemental Rules and Regulations relating to the use of the Waterbodies (including, without limitation, the Navigable Retention Pond) from time to time.

9.11.1.4 Nothing herein shall be deemed to grant any Owner and/or Invitees any rights of access to or use of Waterbodies, unless such right is expressly granted by this Declaration or the Association, and all such access and use shall be subject to the applicable Rules and Regulations.

9.11.2 Access Control Systems.

9.11.2.1 Access Control Systems may be constructed within and/or adjacent to the Community (including, without limitation, one (1) or more Common Areas) for the purpose of limiting access to the Community and/or portions thereof (including, without limitation, Recreational Facilities and/or the Boat Lift) and/or providing more privacy for the Owners and Occupants. Nothing contained herein shall obligate Declarant and/or the Association to install any Access Control Systems. Prior to the Turnover Date, all contracts for the operation, maintenance, repair and/or replacement of the Access Control System, if any, shall be subject to the approval of Declarant in its discretion.

9.11.2.2 If the Community contains any Access Control Systems, the Board may, in its discretion, establish rules and regulations regarding the Access Control System, including, without limitation, rules, regulations and charges with regard to the issuance of Access Control Cards. Notwithstanding the foregoing, the right to an Access Card is based upon Occupancy of a Home. Any Owner who enters into a Lease for their Home or otherwise transfers Occupancy thereof shall be deemed to have assigned such Owner's right to an Access Card to the Lessee. Any Owner that enters into a Lease for their Home or otherwise transfers Occupancy thereof shall provide the Association with immediate written notice thereof and shall surrender to the Association such Owner's previously issued Access Cards.

9.11.2.3 Until the Community Completion Date, the Association shall provide to Declarant, free of charge, as many Access Cards as Declarant, in its discretion, deems necessary. Declarant may transfer the Access Cards to its Designees subject to such terms and conditions as it, in its discretion, may determine. Access Cards provided to Declarant shall entitle the holder to use all Common Areas (including, without limitation, all Recreational Facilities); provided that such Cards may be canceled by the Association after the Community Completion Date, subject to Declarant's right to retain a reasonable number of such cards to allow Declarant and its Designees access to the Community to perform warranty service and repairs, if required.

9.11.2.4. Reserved.

9.11.2.5 Each Owner and each of such Owner's Invitees acknowledges that, and assumes the risk that, any Access Control System may restrict and/or delay entry into, and/or access within, the Community by police, fire department, ambulances and other emergency vehicles and/or personnel. If any Access Control System is constructed within the Community, neither Declarant nor the Association (nor any of their respective Representatives), makes any representation, warranty and/or guaranty that a guard service will be provided or, if a guard service is provided, that it will be provided during any particular hours and/or be continued in the future. Declarant and the Association (and their respective Representatives) are not insurers of Owners and/or Invitees, and/or their respective Homes, Lots and/or Parcels and/or the personal property located on or within any Homes, Lots and/or Parcels; the same being the responsibility and liability of each Owner and each of Owner's Invitees, as applicable. Neither Declarant, nor the Association (nor any of their respective Representatives) shall be liable to (and each expressly disclaims any such liability to) any Owner and/or any Invitees for any Claims and Losses resulting, directly or indirectly, from the construction, existence, operation, maintenance, repair and/or replacement of (and/or the failure to construct, operate, maintain repair and/or replace) any such Access Control Systems. NEITHER DECLARANT, NOR THE ASSOCIATION (NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE FOR ANY CLAIMS AND LOSSES BY REASON OF FAILURE TO PROVIDE AN ADEQUATE ACCESS CONTROL SYSTEM OR INEFFECTIVENESS OF ANY ACCESS

## CONTROL SYSTEM OR MEASURE UNDERTAKEN.

9.11.3 Clustered Mailboxes. Some or all of the Community may be served by mailboxes that are commonly referred to as “clustered” or “ganged” mailboxes. This means that some or all of the Homes, Lots and/or Parcels will not have, and the Owners thereof will not be allowed to install, individual mailboxes. If any such “clustered” or “ganged” mailboxes are installed, the same will be deemed to be and considered Common Areas, as applicable. The location of the “clustered” or “ganged” mailboxes is determined by or with the approval of the United States Postal Service.

9.11.4 Street Lighting Agreement. The Association may enter into one (1) or more agreements (including, without limitation, leases, licenses and/or maintenance agreements) with a utility provider or other Person to provide street lighting (which may include, without limitation, the operation, maintenance, repair and/or replacement thereof) throughout the Community or portions thereof on such terms as are acceptable to the Association in its discretion and the costs associated therewith will be a Common Expense.

9.12 Public Facilities and Tax-Exempt Organizations. The Community and/or other portions of the Project may include one (1) or more facilities which may be open and available for the use of the general public, including, without limitation, one (1) or more public parks, fire stations, police stations, post offices, utility facilities, schools or education facilities, houses of worship and/or other facilities; provided, however, that neither Declarant nor the Association (nor any of their respective Representatives), shall have any obligation to build any such facilities and/or to otherwise include within the Community and/or the Project any facilities which are open to the general public. Prior to the Community Completion Date, Declarant may (but shall not be obligated to) designate sites that include Common Areas for such uses and, in such case, the Association shall dedicate and/or convey such sites as directed by Declarant and no membership approval shall be required. Declarant and/or the Association may (but shall not be obligated to) create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Areas to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Property, the Association, Members and/or Occupants. The Association may (but shall not be obligated to) contribute money, real or personal property, or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association’s annual budget. For the purposes of this Section 9.12, a “tax-exempt organization” means an entity which is exempt from federal income taxes under the Internal Revenue Code (as amended from time-to-time, the “Code”), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4). The Association may maintain multiple-use facilities within the Common Areas and allow temporary use by tax-exempt organizations. Such use may be on a scheduled or “first-come, first-serve” basis and shall be subject to such rules, regulations and limitations as the Board, in its discretion, adopts concerning such use. A reasonable maintenance and/or use fee may be charged for the use of such facilities.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Declarant may, in Declarant’s discretion, either: (i) construct and/or install some or all of the water transmission and distribution facilities (including, without limitation, for reclaimed water) and/or sewer collection facilities, and/or some or all of the appurtenances and/or appurtenant equipment thereto and, thereafter, convey the same to the CDD which shall operate, maintain, relocate, repair, replace, improve and inspect the same and shall be granted one (1) or more easements granting the CDD with rights of ingress and egress within the Community (excluding inside a Home) for such purposes; and/or (ii) grant to the City, County and/or any utility company, the non-exclusive right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect some or all of the water transmission and distribution facilities (including, without limitation, for reclaimed water) and/or sewer collection facilities and/or some or all of the appurtenances and/or appurtenant equipment thereto, with rights of ingress and egress, within the Community (excluding inside a Home) in accordance with plans approved by Declarant until the Turnover Date, and, thereafter, by the Association, each in its discretion. Notwithstanding the foregoing, the Association may, at its option, contract with the CDD to provide, on the CDD’s behalf and at the CDD’s expense, such maintenance, repair and other services with respect to facilities conveyed to the CDD.

## 10. Maintenance by the Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times own, operate, insure, maintain, repair, replace and administer the Common Areas,

including, without limitation, all improvements comprising a portion thereof. Unless otherwise provided in this Declaration, the costs associated with the foregoing shall be included in the Common Expenses.

10.2 Public Rights-of-Way. If there are public rights-of-way within and/or serving the Community and Declarant or the Board elects, in its discretion, to have the Association enhance, operate, insure, maintain, repair and/or replace any portions of such rights-of-way, the Association shall do so and the costs associated therewith shall be included in Common Expenses. Notwithstanding the foregoing, any enhancements (and related activities) to public rights-of-way shall be subject to any applicable governmental approvals.

10.3 Community Areas and Features. Declarant may install features (including, without limitation, walls, fences, entry features, identification features, signage, landscape areas, pavers, portions of the Irrigation System and/or lighting systems) within Common Areas and/or within other areas (including, without limitation, within Lots) in the Community, as set forth on a Plat and/or created by separate easement instrument. The Association shall own, operate, insure, maintain, repair, replace and administer such areas and features and the costs associated therewith shall be included in Common Expenses. Failure of the Association to undertake any such maintenance, replacement or repair shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained herein, Declarant neither commits to, nor shall hereby be obligated to, install and/or construct any such features.

10.4 Property and Improvements Outside the Community. The Association shall operate, insure, maintain, repair and replace properties, facilities and/or improvements which lie outside of the Community but which either serve the Community or are the responsibility of the Community to maintain same pursuant to Permits or approvals issued by applicable governmental entities, provided that such activities are directed and/or designated by Declarant prior to the Turnover Date or approved by a majority of the Board after the Turnover Date. Any and all costs associated therewith shall be Common Expenses. Such areas may abut, or be within close proximity to, the Community and may be owned by, and/or be dedicated to, others, including, but not limited to, the CDD, a utility provider and/or other governmental or quasi-governmental authority. These areas may include, without limitation, parks, lawns, swale areas, landscape areas, berm areas, median areas, roadways, drainage areas, wetlands, conservation areas, and/or areas abutting Waterbodies and the facilities and improvements may include walls, fences, entry features, identification features, signage, landscape areas, pavers, portions of the Irrigation systems and/or lighting systems. For example, the Association may maintain and irrigate certain landscaped medians outside of the Community.

10.5 Surface Water Management System.

10.5.1 Duty to Maintain. Except to the extent dedicated to or assumed by the CDD, the Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System. However, if and when the CDD has accepted responsibility therefor, the CDD shall be responsible for the maintenance, operation and repair of the Surface Water Management System. Maintenance of the Surface Water Management System means the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the Water Management District. Notwithstanding anything to the contrary contained herein, the Association may enter into one (1) or more agreements pursuant to which the Association assumes responsibility to perform some or all of the CDD's aforesaid responsibilities.

10.5.2 Amendments to Governing Documents. Any amendment to the Covenants and Restrictions that alters any provision relating to the Surface Water Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the Water Management District. The Association's registered agent shall maintain copies of all District Permits and correspondence respecting such District Permits, and any future District Permit actions shall be maintained by the Association's registered agent for the Association's benefit.

10.5.3. Enforcement. The Water Management District 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.

10.5.4. Easement. The CDD (and the Association, if the Association has entered into an Agreement with the CDD to assumed responsibility for maintenance and repair of the Surface Management System or any portion thereof) shall have and is hereby granted a perpetual, non-exclusive easement over all areas of the Surface Water Management System and all other Property adjacent thereto, for access to operate, maintain and/or repair the Surface Water Management System. By this easement, the CDD (and the Association, if applicable) shall have the right to enter upon any portion of any Lot (but not in the interior portions of a Home) and/or Parcel which is a part of or served by the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain and/or repair the Surface Water Management System as required by the District Permit. Additionally, the CDD (and the Association, if applicable) 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 Water Management District and the CDD.

10.6 Wetland Conservation Areas. Lots, Common Areas and/or Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and/or drainage easements, which may be dedicated by a Plat for conservation, mitigation or preservation or protected by a conservation easement ("Wetland Conservation Areas"). No Owner or other Person shall take any action or enter onto such areas so as to adversely affect the same or violate any conservation or preserve easement. Such areas are to be maintained by the Association (or the CDD, if applicable) in their natural state. Owners of Lots and/or Parcels abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that become established within the Wetland Conservation Areas abutting their Lots and/or Parcel. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the South Florida Water Management District Service Office, Surface Water Regulation Manager. If, as of the date of this Declaration, the CDD has not accepted responsibility for the maintenance, operation and protection of the Wetland Conservation Areas, the Association shall be responsible for such functions. However, if and when the CDD has accepted responsibility therefor, the CDD shall be responsible for the maintenance, operation and protection of the Wetland Conservation Areas unless the CDD and the Association have otherwise agreed that the Association shall perform such services on the CDD's behalf.

10.6.1 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may not be altered from their natural or permitted state. These use restrictions may be defined on the District Permit and/or the Plats associated with the Community. Any activity on or use of the Wetland Conservation Areas inconsistent with the purpose of a Wetland Conservation Areas is prohibited. Activities prohibited within the Wetland Conservation Areas include, but are not limited to, the following:

10.6.1.1 Constructing or placing of landscaping, Homes, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

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

10.6.1.3 Removing, mowing, trimming or destroying trees, shrubs or other vegetation; with exception of:

(i) The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

(ii) The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species;

(iii) Activities authorized by the Permit or described in any Management Plan or otherwise approved in writing by the Water Management District are authorized; and

(iv) Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Water Management District are

authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, the owner of the Conservation Easement Property shall notify the Water Management District in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Water Management District approved the plan.

10.6.1.4 Excavating, dredging, or removing loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

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

10.6.1.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation, including, but not limited to, ditching, diking, clearing and fencing;

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

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

10.6.2 Rights of the Water Management District. To accomplish the purposes stated above in regards to the Wetland Conservation Areas, the Water Management District shall have the right to enter upon and inspect the Wetland Conservation Areas at reasonable times (and in a reasonable manner) to confirm compliance with the Covenants and Restrictions regarding the Wetland Conservation Areas. The Water Management District shall be entitled to proceed at law or in equity to enforce the provisions of this Declaration relating to the Wetland Conservation Areas and to prevent prohibited activities or require the restoration of areas that are damaged as a result of prohibited uses

10.7 Negligence and other Actions by Owners. The cost of any maintenance, repair, replacement, construction and/or reconstruction of any portion of the Community (including, without limitation Common Areas) necessitated by the negligent and/or willful acts and/or omissions of an Owner and/or such Owner's Invitees, shall be borne solely by such Owner, and the Lot owned by that Owner shall be subject to an Individual Assessment for such costs. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements and/or Common Areas by such Owner and/or its Invitees without the prior written approval of the Association.

10.8 Declarant's Right. After the Turnover Date but prior to the Community Completion Date, if the Association fails to properly perform any of its responsibilities hereunder, within ten (10) days' after notice from Declarant, Declarant may, unless prohibited by applicable law, in addition to its other rights and remedies, cause such obligation to be performed and in such event, the Association shall, within ten (10) days' after demand from Declarant, reimburse Declarant for all costs reasonably incurred by Declarant.

10.9 Acts Beyond Declarant's Control. Nothing contained herein shall be construed to entitle the grantee of any Wetland Conservation easement to bring any action against Declarant or the Association for any injury to or change in the Wetland Conservation Areas resulting from natural causes beyond Declarant's or the Association's reasonable control, including, without limitation, fire, flood, storm and/or earth movement, or from any necessary action taken by Declarant or the Association under emergency conditions to prevent, abate, or mitigate significant injury to the Wetland Conservation Areas or to Persons resulting from such causes.

11. Navigable Retention Pond; Docks. A signature component of the Project is a unique network of navigable retention areas (collectively, the "Navigable Retention Pond") that is integrated throughout the Project and constitutes a part of the Surface Water Management System. The Navigable Retention Pond also provides access, via a community boat ramp (the "Boat Ramp") and boat lift system (the "Boat Lift"), to Alligator Lake.

11.1 **Maintenance Responsibilities.** Upon completion, the Navigable Retention Pond shall be conveyed to the CDD and owned and operated by the CDD as part of the CDD Facilities. Upon conveyance, the CDD shall be responsible for maintaining the Navigable Retention Pond within the Project in accordance with all applicable Permits, statutes, ordinances, rules and regulations of governmental agencies having jurisdiction including, but not limited to, dredging and removal of debris from such Navigable Retention Pond. The CDD shall also be responsible for the maintenance, repair and replacement of all culverts, seawalls, bulkheads, rip-rap, revetments and any and all physical structures of a similar kind or nature, fountains and water quality equipment and structures forming part of the Navigable Retention Pond, and the maintenance, repair and replacement of all shorelines forming part of the Navigable Retention Pond which do not have such seawalls, bulkheads, rip-rap, revetments or other such physical structures. The CDD shall not be responsible for the maintenance, repair and replacement of any Private Docks. Erosion of slopes and banks is possible due to drainage or roof culvert outfalls and runoff can affect the integrity of the Navigable Retention Pond banks. Each Owner shall ensure that banks and slopes of the Navigable Retention Pond that lie within a Lot remain free of any structural or landscape encroachments so as to permit access (including vehicular access) for maintenance when needed.

11.2 **Boating.** Power water craft (other than jet skis and air boats) and sailboats are permitted in the Navigable Retention Pond. For the avoidance of doubt, jet skis, motorized personal watercraft, and air boats are expressly prohibited from the Navigable Retention Pond. Such boats may not exceed 26 feet in length and 10 feet in height, nor 12,000 pounds. The Navigable Retention Pond is a no wake zone and boats are not permitted to travel more than five (5) miles per hour. In addition to the foregoing, man powered boats such as canoes and kayaks are permitted in the Navigable Retention Pond. Boating is at your own risk. No water craft of any kind may be moored in the Navigable Retention Pond except for any commercial water craft needed, on a temporary basis, for improvements permitted by, and at the direction of, the Association. The use of boats and other watercraft shall otherwise be expressly subject to the following:

11.2.1 **Boat Fueling.** No fueling is permitted for boats located on or within the Navigable Retention Pond. Fueling shall only be permitted when boats are removed from the water and from above-ground (including hand held) storage tanks.

11.2.2 **Boat Storage.** Boats must be stored in a Home's garage or securely hoisted and removed from the Navigable Retention Pond on a Private Dock if a Home has such a Dock. Except for boats that are hoisted onto a Private Dock as aforesaid, no Boat shall remain visible (unless enclosed within a garage structure appurtenant to a Home) for a continuous period of more than forty-eight (48) hours. Any violation of this provision shall be subject to a fine in the amount of \$100.00 per day, payable to the Association, and otherwise subject to Section 22.7 hereof.

11.2.3 **Boat Repairs.** Only light duty maintenance of boat engines is permitted within the Project, and no boating repair facility shall be located within the Project. In addition to such additional rules and regulations that may be promulgated by the Declarant, Association, or ARB from time to time, in an effort to avoid pollutants from entering the Navigable Retention Pond, mechanical boat repairs shall be expressly prohibited at all times while boats are located on a Private Dock or within the Navigable Retention Pond. All boats located on a dock shall be maintained in good working order, and shall not cause pollutants to be deposited into the Navigable Retention Pond or otherwise serve to adversely affect the community.

11.2.4 **No Discharge.** There shall be no discharge of fish, fish bait, yard waste, grass clippings, fertilizer, pesticides, fishing line, plastic bottles, balloons, children's toys, sanitary waste, or contaminated bilge water, or similar debris, into the Navigable Retention Pond or any other surface waters within the Project.

11.2.5 **Beaching.** No boats or other watercraft may be beached along the shoreline or any swale comprising the Navigable Retention Pond.

11.3 **Use of the Boat Ramp and Boat Lift.** The use of the Navigable Retention Pond, Boat Lift and Boat Ramp shall be expressly subject to the supplemental rules and regulations set forth on the attached **Exhibit "F"**. The Board and the Declarant expressly reserve the authority to revise and/or modify the rules and regulations governing the use of the Boat Ramp and Boat Lift from time to time by amendment to this Declaration, which amendment shall not require the approval or consent of any person or entity whatsoever; provided, however, prior to

the Community Completion Date the rules and regulations governing the use of the Boat Ramp and Boat Lift may not be amended without the written consent of Declarant. In light of the potential for injury or death resulting from the careless use of the Boat Lift and Boat Ramp, each of the Declarant, Association, and Compliance Committee reserve the right to immediately restrict use of, or access to, the Boat Ramp and Boat Lift (including by deactivating the Access Control System with respect to such Owner), pending a review of such matter by the Compliance Committee.

11.4 No Swimming Permitted. Swimming is expressly prohibited in the Navigable Retention Pond.

11.5 Docks. Subject to the requirements of the CDD, Water Management District and the County, and subject to the approval of the ARB and Declarant, and any rules or restrictions imposed or promulgated thereby, Owners owning Lots contiguous to the Navigable Retention Pond may construct docks on their Lot, provided that the location and construction specifications of all such docks shall be expressly approved by the ARB in order to ensure the harmonious and uniform appearance, construction, and configuration of the docks constructed within the Project (each, a "Private Dock"). Certain Lots may only accommodate a "stick dock" in order to maintain the uniform appearance and safe operation of the Navigable Retention Pond. Docks shall be constructed only of environmentally safe materials that shall be specified and approved by ARB. Once approved, no alternations may be made to any Private Dock, except as may be approved by the Reviewing Entity, including, without limitation, any modification of any lights or other illumination devices to be installed as part of such Private Dock. Once installed, all Private Docks shall be maintained (including cleaning and periodic pressure washing) by the Owner thereof. In the event of the failure of an Owner to maintain such Private Dock, the Association shall be entitled to facilitate such maintenance on the Owner's behalf and collect the costs incurred by the Association in performing such maintenance together with an administrative fee an amount equal to the greater of (i) \$500.00, or (ii) 15% of the total cost of such maintenance.

11.5.1 Dock License. As a condition to any Owner's construction of a Private Dock, and the use thereof after construction, the Owner, prior to the commencement of construction of a Private Dock shall also deliver to the Association evidence of there being in full force and effect insurance in the form and amount required by the Private Dock License in the form attached hereto as Exhibit "G". The Board has authority to revise and/or modify the form of Private Dock License from time to time by amendment to this Declaration, which amendment shall not require the approval or consent of any person or entity whatsoever; provided, however, prior to the Community Completion Date the form of Private Dock License may not be amended without the written consent of Declarant. In addition, as a condition to granting approval for construction of a Private Dock, the ARB or the Association may require that the applicable Owner deliver a bond in amount, form and substance satisfactory to the Board, the purpose of which shall be to provide funds with which to repair any damage to Navigable Retention Pond including, without limitation, seawalls, bulkheads, rip-rap, revetments or other similar structures, wherever located, caused by the construction of the Private Dock.

11.5.2 When constructed, any such Private Dock shall be constructed, maintained and operated strictly in accordance with all permits issued therefor, shall be solely for the personal use of the Owner, residents of the Home and such Owner's guests, and shall not be used by any other person. Without limiting the foregoing, the construction, existence, repair, replacement, maintenance and use of a Private Dock shall at all times be in compliance with applicable statutes, ordinances, rules and regulations, and permits and approvals issued in connection therewith, all of which shall be the responsibility of the Owner of the Home on which the Private Dock is located or to which it is contiguous at that Owner's sole cost and expense.

11.5.3 In the event a Private Dock is constructed and its removal is necessary either because (i) the Private Dock, or its use, has caused damage to any portion of the Property or any CDD Facilities, including, without limitation, any seawall, bulkhead, revetment or other similar structure or rip-rap or, (ii) whether or not the Private Dock or its use has caused such damage, removal of the Private Dock is necessary to repair, replace or maintain any portion of the property of any other Owner, the Common Elements or the CDD Facilities, the same shall be removed by the Association, and the Association shall assess the Owner of a Special Assessment for the costs of repairing or replacing any damage caused by the Private Dock or its use, and/or the cost of removing the Private Dock in order to repair, replace or maintain any such damaged property. After such removal, no new Private Dock may be installed except upon compliance with the terms and conditions of this Declaration applicable to the

installation of a Private Dock and the payment to the Association of all costs incurred by it in connection with the removal of the Private Dock and the repair, replacement and/or maintenance, as applicable, as described herein.

11.6 Water Level and Quality. EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES, INCLUDING THE Navigable Retention Pond, WITHIN THE COMMUNITY MAY VARY. THERE IS NO REPRESENTATION, WARRANTY AND/OR GUARANTY BY DECLARANT AND/OR THE ASSOCIATION (AND/OR ANY OF THEIR RESPECTIVE REPRESENTATIVES) CONCERNING THE CURRENT AND/OR FUTURE WATER LEVELS IN ANY WATERBODIES WITHIN OR ADJACENT TO THE COMMUNITY, INCLUDING, WITHOUT LIMITATION, THAT WATER LEVELS IN ANY WATERBODY WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. IN FACT, AT TIMES, AND FROM TIME-TO-TIME, WATER LEVELS WITHIN WATERBODIES MAY BE NONEXISTENT. FURTHER, NEITHER DECLARANT NOR THE ASSOCIATION (NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES) BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE, AMONG OTHER THINGS, SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF DECLARANT AND THE ASSOCIATION. EACH OWNER ACKNOWLEDGES AND AGREES THAT THE RECREATIONAL USE OF NAVIGABLE RETENTION POND AND TO THE ADJACENT ALLIGATOR LAKE IS DONE SO AT EACH OWNER'S RISK AND IS SUBJECT TO THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION AND THE RULES AND REGULATIONS (WHICH MAY PROHIBIT SOME OR ALL ACTIVITIES). EACH OWNER ALSO ACKNOWLEDGES AND AGREES THAT DECLARANT AND THE ASSOCIATION (AND THEIR RESPECTIVE REPRESENTATIVES) ARE NOT GUARANTORS OF THE SAFETY AND/OR WELFARE OF ANYONE USING WATERBODIES AND THAT NONE OF THEM HAVE ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INJURY OR LOSS WHICH ARISES FROM USE OF SUCH WATERBODIES. THE PUMPING OF WATER FROM ALLIGATOR LAKE OR FROM THE NAVIGABLE RETENTION POND, OR ANY OTHER ACTIVITIES THAT MAY ARTIFICIALLY OR OTHERWISE DISRUPT WATER LEVELS OF ANY WATER BODY ARE EXPRESSLY PROHIBITED.

11.7 Fences Adjacent to Water Bodies. See section 12.6.1 hereof.

11.8 Use of Navigable Retention Pond.

11.8.1 Nonexclusive Use. Except for such rights expressly reserved to the CDD, Water Management District, the Association, and the Declarant, and except with respect to any Private Dock appurtenant to any Lot, the Navigable Retention Pond shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may be, but are not required to be, members of the Association) entitled to use those portions of the Navigable Retention Pond. Prior to the Community Completion Date, Declarant, and thereafter, the Association, has the right to make the Navigable Retention Pond available to other individuals, persons, firms, or corporations, as it deems appropriate in their sole and absolute discretion. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

11.8.2 Obstruction of Navigable Retention Pond. No portion of the Navigable Retention Pond may be obstructed, encumbered, or used by Owners for any purpose other than as permitted in writing by the Association and this Declaration.

11.8.3 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Navigable Retention Pond accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Navigable Retention Pond including, without limitation: (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Navigable Retention Pond, (e) design of any portion of the Navigable Retention Pond, damage, destruction and/or loss of life arising from the presence of water bodies or the exercise of any privilege permitted by this Declaration, (g) the use of effluent in the irrigation or fertilization of the Navigable Retention Pond or on portions of the Project, (h) use of the Navigable Retention Pond; and (i) use of the Boat Lift or Boat Ramp. Each Owner, and any person using the Navigable Retention Pond and any of its related facilities, including, without limitation, the Boat Lift or Boat Ramp, also expressly indemnifies and agrees to defend and hold harmless Declarant,

any Builder Owner, the Association, and all employees, directors, representatives, officers, agents, subsidiaries, affiliates and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of any such facilities, including for attorneys' fees, paraprofessional fees and costs at trial or upon appeal. Without limiting the foregoing, all persons using the Navigable Retention Pond, Boat Lift, or Boat Ramp, or any property in proximity of or adjacent to any of the foregoing, do so at their own risk.

11.9 Owner's Obligation to Indemnify. Each Owner agrees to indemnify, defend and hold harmless the Indemnified Parties from and against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever, whether justified or not, from any Claims and Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Navigable Retention Pond, the Boat Lift, or the Boat Ramp, including, without limitation, use of the water bodies and other water bodies within the Project by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, the Association, or of any of the Indemnified Parties. Should any Owner bring suit against any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

## 12. Owner's Responsibility for Maintenance.

12.1 General. Except as otherwise provided in this Declaration, each Owner (other than Declarant) shall maintain such Owner's Home, Lot and Parcel (including, without limitation, any and all structures, parking areas, landscaping and other improvements comprising the same) in a good, safe, clean, neat and attractive condition manner, consistent with this Declaration, the Community-Wide Standard and Law. Maintenance, as used in this Section 12, shall include, without limitation, repair, replacement and such other duties as the Board may determine are necessary and/or appropriate to satisfy the Community-Wide Standard. In furtherance and not in limitation of the foregoing: (i) while the Association may provide for the periodic pressure cleaning of certain Common Areas, each Owner (other than Declarant) shall, within thirty (30) days after notice from the Association, as applicable, pressure clean the exterior surfaces of their Home (including, without limitation, the roof), and all Fencing, driveways and walkways located on and/or adjacent to their Lot if, as and when the same shall not conform to the Community-Wide Standard (as the Board thereafter determines); and (ii) each Owner (other than Declarant) shall, within forty-five (45) days after notice from the Association, paint (subject to having obtained approval from the Reviewing Entity for any color(s) other than the original color) the exterior surfaces of their Home and all Fencing if, as and when the same shall not conform to the Community-Wide Standard (as the Board thereafter determines), unless if and to the extent responsibility for the foregoing is assumed by or assigned to the Association in this Declaration and/or a Supplemental Declaration. In addition, each Owner (other than Declarant) shall comply with the following requirements, unless such responsibility is otherwise assumed by or assigned to the Association in this Declaration and/or a Supplemental Declaration.

12.2 Lawns; Landscaping and Irrigation. Standard Landscape Package. As part of the initial construction of each Home, each Builder shall offer one (1) or more standard landscape packages (including plants, shrubs and other landscaping, landscape and irrigation materials) from which the Owner may choose (as chosen, such Owner's "Standard Landscape Package").

12.2.2 Modification of Standard Landscape Package. If an Owner desires to modify its Standard Landscape Package, all plants, shrubs, landscape lighting and other landscaping and irrigation materials (collectively, the "Additional Landscaping"; and, together with the Standard Landscape Package, the "Landscaping") must be purchased by Owner from and installed (at the cost of the Owner) by one (1) or more vendors (each a "Designated Landscape Vendor") designated by the Association. Notwithstanding anything to the contrary contained herein, if any Additional Landscaping requires removal and/or replacement, the Owner must promptly arrange for the replacement of such Additional Landscaping or the removal of such Additional Landscaping and the restoration of the landscaping for the Home to the Standard Landscape Package, by a Designated Landscape Vendor, all at such Owner's (and not the Association's) cost and expense. Designation of the Designated Landscape Vendor shall not constitute an endorsement of, or a representation, warranty or guaranty, of any kind or nature whatsoever with respect to, the Designated Landscape Vendor and all such endorsements, representations, warranties and guaranties are hereby

disclaimed. Nothing herein shall be deemed to authorize the installation of Additional Landscaping without approval of same, in writing, by the Reviewing Entity and Owners may not plant additional trees, shrubs, flowers and other plants (except in above ground pots to be maintained by the Owner) on any portion of any Lot, except with the approval of the Reviewing Entity and when ordered through and planted by the Designated Landscape Vendor.

12.2 Wells. No Owner (other than Declarant) shall dig or install any wells, pipes or other equipment of any type which draw upon water from the Surface Water Management System or groundwater.

12.3 Staining. Due to chemicals and minerals present in the irrigation water, water from the Irrigation System may cause staining on Homes, other structures, paved areas and/or vehicles. It is each Owner's responsibility to treat and remove any such staining. Neither Declarant nor the Association (nor their respective Representatives) shall be responsible for any water damage caused by the Irrigation System.

12.4 Reclaimed Water. The water used in the Irrigation System is reclaimed water, and is not suitable for drinking or water sports. Children and pets should not play in such water.

12.5 Removal of Landscaping or Change of Grade. Without the prior written consent of the Reviewing Entity: (i) no sod, soil, tree and/or shrubbery shall be removed from the Community; (ii) there shall be no change in the plants, landscaping and/or elevation of any areas; and (iii) there shall be no change in the condition of the soil and/or the level of the land which results in any change in the flow and/or drainage of surface water.

12.6 Fences.

12.6.1 Fences Adjacent to Water Bodies. Notwithstanding anything to the contrary in this Declaration, to provide for a uniform and pleasing aesthetic appearance of the Navigable Retention Pond, with regard to all Lots contiguous to the Navigable Retention Pond, any such Owner desiring to have a fence on such Owner's Lot shall install (or cause to be installed and maintained) (i) a 4' high black aluminum fence along the rear boundary line of such Lot, and (ii) a 6' high black aluminum fence along the left and right boundary lines of such Lot, in each case as otherwise specified in Section 12.6.5.1, below. No fence or other stricture may be placed within any water body maintenance easement.

12.6.2 Fencing. If an Owner desires to have their Builder install a fence during construction of a Home, or have a fence installed after construction is completed, including as required by Section 12.6.1, above, the fence and all fencing materials (hereinafter referred to as the "**Fencing**") must be purchased, at the cost of Owner, from, and installed by, either the original Builder of the Home or one (1) or more vendors (each an "**Approved Fence Vendor**") approved by the Association. Approval of an Approved Fence Vendor shall not constitute an endorsement of, or a representation, warranty or guaranty, of any kind or nature whatsoever with respect to, the Approved Fence Vendor and all such endorsements, representations, warranties and guaranties are hereby disclaimed.

12.6.3 Maintenance. Each Owner shall maintain its fence in a neat and clean appearance, including the routine edging and maintenance of all landscaping (including grass) bordering such fence, failing which the Association shall have the right to undertake such maintenance on such Owner's behalf and the cost of such maintenance, plus a maintenance charge in an amount equal to \$250.00, to such Owner as an Individual Assessment.

12.6.4 Perimeter Landscape Buffer. There is (or shall be) designated on the Plat a ten (10) foot landscape and maintenance buffer around the perimeter of the Property (the "**Landscape Buffer**"). Each Owner shall maintain that portion of the Landscape Buffer located on such Owner's Lot at such Owner's sole cost and expense. The Declarant further intends to construct a wall or fence around the perimeter of the Property (the "**Perimeter Fence**"). Subject in all respects to the requirements of this Section 12.6, each Owner shall be permitted to extend any fence located on such Owner's Lot over the Landscape Buffer to connect to the Perimeter Fence. Notwithstanding the foregoing, the Landscape Buffer shall remain subject in all respects to a reasonable right of access in favor of the Declarant, applicable utilities providers, and applicable governmental authority.

12.6.5 General Requirements.

12.6.5.1 All fences installed on any Lot that is adjacent or contiguous to the Navigable Retention Pond shall be:

- (i) subject to the written approval of the Reviewing Entity prior to the installation or modification thereof;
- (ii) four (4) feet in height along the rear boundary line and six (6) feet in height along the left and right boundary lines;
- (iii) made of black aluminum pickets and rail;
- (iv) constructed of pickets that are spaced at reasonable intervals (approximately 37/8" between pickets and 4.5" on center), provided that the bottom approximately one-third (1/3) of fence panels may contain "puppy pickets" spaced approximately 1.625" between pickets and 2.25" on center, or, if materially different than the foregoing, at a distance acceptable to the Reviewing Entity;
- (v) all fence pickets shall be of the same color, material and style;
- (vi) accessible by gates to be installed on the left and right side of the fence to allow access from the side yards of the Home, that do not contain any locks and/or locking mechanisms and that are, where possible, at least thirty-six inches (36") wide to allow lawn maintenance and mowing equipment to pass through safely and without harm to the equipment; and
- (vii) not installed flush to the ground so that drainage will not be blocked in any way.

12.6.5.2 All fences installed on any Lot that is not adjacent or contiguous to the Navigable Retention Pond (i.e. – an "Interior" Lot) shall be:

- (i) subject to the written approval of the Reviewing Entity prior to the installation or modification thereof;
- (ii) six (6) feet in height;
- (iii) made of tan PVC;
- (iv) accessible by gates to be installed on the left and right side of the fence to allow access from the side yards of the Home, that do not contain any locks and/or locking mechanisms and that are, where possible, at least thirty-six inches (36") wide to allow lawn maintenance and mowing equipment to pass through safely and without harm to the equipment; and
- (v) not installed flush to the ground so that drainage will not be blocked in any way.

12.6.6 Drainage Easement Areas. Due to the Association's maintenance requirements and responsibilities, the installation of fences within any drainage easement area will typically not be approved by the Reviewing Entity. However, if a fence is installed within a drainage easement area, with prior written approval of the Reviewing Entity, the Owner is solely responsible for fence removal, repair and/or replacement if the drainage easement area needs to be accessed for maintenance, repairs and/or any other purpose.

12.6.7 Driveway and Walkways. Each Owner shall be responsible to timely repair, maintain and replace the driveway and walkways which comprises part of such Owner's Lot. No surface applications to driveways and/or walkways, such as (but without limitation) coatings (including, without limitation, paint, oil and/or stain) or pavers, shall be permitted without the prior written approval of the Reviewing Entity (including, as to material, color and pattern). Such applications shall not extend beyond the front lot line and/or side lot line and/or

include the sidewalk.

**12.6.8 Waterbody Slopes and Facilities.** The yard of some Lots may contain Waterbodies and/or Waterbody Slopes and Facilities. Each Owner shall not adversely affect Waterbody Slopes and Facilities with landscaping, fences, structures (including, without limitation, pavers) or other improvements. The Association may establish, from time-to-time, standards (the "**Waterbody Slope Maintenance Standards**") for maintenance of Waterbody Slopes and Facilities by the Owners of Lots and Parcels that contain Waterbody Slopes and Facilities (and other requirements and restrictions related to Waterbodies and/or Waterbody Slopes and Facilities and the Lots and Parcels that contain the same and/or are adjacent thereto). Such Waterbody Slope Maintenance Standards may include, but are not limited to, requirements respecting compaction and strengthening of Waterbody Slopes. The Association shall have the right, but not the obligation, to inspect such Waterbody Slopes and Facilities to ensure that each Owner has complied with its obligations hereunder and under the Waterbody Slope Maintenance Standards. The Association shall maintain the portions of the Waterbody Slopes and Facilities contained in the Common Areas and any lawns and Landscaping located on any portion of the Waterbody Slopes and Facilities contained in the Lot. Without in any manner limiting the generality of the foregoing, all maintenance of any Waterbody Slopes and Facilities between the property line of a Lot or Parcel and the water's edge of any adjacent Waterbody and/or buffer zones around any Wetland Conservation Areas (as the same may change from time to time), shall be the responsibility of the CDD or the Association. Notwithstanding the foregoing, neither Declarant nor the Association, nor the CDD (nor their respective Representatives) shall have any responsibility or liability for drainage problems of any type whatsoever.

**12.6.9 Inspections.** In conducting any inspections of a Home, Lot and/or Parcel under this Declaration, Declarant and the Association (and their respective Representatives and Designees) are acting solely to protect their respective interests, and neither such right of inspection nor the performance of or failure to perform any inspection shall create any duty and/or liability on the part of Declarant and/or the Association (and/or their respective Representatives and Designees) to any Builder, Owner or any other Person nor shall any Builder, Owner or any other Person have any right to rely upon the Association's inspection for any purpose.

**12.6.10 Compliance with Law.** In performing any maintenance and/or any Alterations and Improvements, Owner shall comply and shall ensure that its Representatives and Designees comply with all applicable Laws, including, without limitation, those applying to the Surface Water Management System.

**13. Responsibility of the Association for Private Roadways and other Paved Areas.** Unless otherwise dedicated and/or designated on a Plat or by a Supplemental Declaration or deed to the public, all streets, roads, sidewalks and adjacent rights-of-way (and related infrastructure) within the Community shall be owned, operated, insured, maintained, repaired, replaced and administered by the Association, and the costs thereof shall be included in Common Expenses, subject to the further provisions of this Article 13. For the avoidance of doubt, it is intended that all vehicular roadways located within the Community will be dedicated to the County.

**13.1 Reserved.**

**13.2 Disclosure Statement.** All Owners and prospective Owners of a Lot and/or Parcel in the Community are hereby notified that, except as shown on a Plat or other Recorded document, the roads and sidewalks within the Community are private property and are not dedicated to the public. Therefore, except as shown on a Plat or other Recorded documents:

**13.2.1** The County shall not be responsible for maintaining the roads and sidewalks within the Community and shall not be responsible for removing storm debris in the Community; and

**13.2.2** Only the Owners of Lots in the Community will share the cost of properly maintaining and repairing roads and sidewalks as to any and all private roads. The Owners (through the Association) will also pay for the cost of liability insurance and other costs associated with the Community's private roads.

**13.3 Other Paved Areas.** Unless otherwise dedicated and/or designated on a Plat or by a Supplemental Declaration, and without limiting any other provision of this Declaration, parking areas, pathways, bicycle paths and

other paved areas forming a part of the Common Areas, shall be owned, operated, insured, maintained, repaired, replaced and administered by the Association, and the costs thereof shall be included in Common Expenses.

13.4 Maintenance. The Association shall have the right, but not the obligation, to arrange for a periodic inspection of all paved surfaces forming a part of the Common Areas by a licensed paving Contractor and/or engineer. The cost of such inspection shall be a part of the Common Expenses, of the Association. The Association shall determine periodically the parameters of the inspection to be performed, if any.

13.5 General Community Infrastructure. The Association shall establish and maintain reserves for routine maintenance and repair of roads, sidewalks and related infrastructure (in each case to the extent constituting Common Areas) and also for the replacement of roads, sidewalks and related infrastructure (in each case to the extent constituting Common Areas) when required (the "**General Community Infrastructure Reserves**"). The General Community Infrastructure Reserves may be pooled with other Association monies in a common investment program, so long as the financial books and records of the Association account for the General Community Infrastructure Reserves separately and apart from all other Association monies and the Association keeps the General Community Infrastructure Reserves earmarked for the purposes set forth in this paragraph.

13.6 Public Roadways. THE ROADWAYS ADJACENT OR IN PROXIMITY TO THE COMMUNITY ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS TO BE MAINTAINED BY THE COUNTY. EACH OWNER, BY THE ACCEPTANCE OF A DEED TO THEIR LOT, ACKNOWLEDGES AND AGREES THAT NEITHER DECLARANT NOR THE ASSOCIATION HAVE CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC OR MAINTENANCE OF SUCH ROADWAYS BY THE COUNTY.

13.7 Traffic Enforcement. At the Association's option, the Association may, but shall not be obligated to, enter into an agreement to provide for enforcement of traffic Laws within the Community by the sheriff and/or a private provider and all costs of such enforcement shall be paid by the Association as an Operating Expense.

14. CDD.

14.1 Osceola Chain of Lakes Community Development District.

14.1.1 General. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190, Florida Statutes. The Project is within the jurisdiction of the CDD and subject to CDD Assessments. The CDD is authorized to finance, fund, acquire, install, equip, extend, construct, reconstruct, own, operate and/or manage land, facilities and/or improvements and/or to provide services, including, without limitation, water and sewer facilities, subdivision improvements, open space areas, environmental mitigation, the Surface Water Management System, wetland conservation areas, utilities, lighting, perimeter walls/fences and other infrastructure projects and services necessitated by the development of and/or serving lands within, the Project. If portions of the Project are owned by the CDD, such as the Surface Water Management System, such portions of the Project shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**CDD Facilities**"). EACH PERSON BY ACCEPTANCE OF AN INSTRUMENT OF CONVEYANCE TO A LOT OR PARCEL HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREAS OWNED AND/OR CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM AND/OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREAS.

14.1.2 CDD Assessments. The estimated design, development, construction and acquisition costs for these CDD Facilities may be funded by the CDD in one (1) or more series of governmental bond financings utilizing special assessment bonds. The CDD may issue both long term debt and short term debt to finance the CDD Facilities. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the "**CDD Debt Service Assessments**") levied on all properties in the CDD which are found to be specially benefited by such CDD Facilities. In addition to the bonds issued to fund the CDD Facilities costs, the CDD may also impose non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its CDD Facilities and services (the "**CDD O&M Assessments**"). The CDD Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of State, County, municipal and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector and disbursed to the CDD. The homestead

exemption is not applicable to the CDD Assessments. Because a tax bill cannot be paid in part, failure to pay the CDD Assessments and/or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. Any future CDD Assessments and/or other charges due with respect to the CDD Facilities are direct obligations of each Owner and are secured by a lien against Owner's Home, Lot and/or Parcel. Failure to pay such sums may result in loss of an Owner's Home, Lot and/or Parcel.

14.2 **Transfer of Certain Common Areas to the CDD.** Declarant shall have the right, but not the obligation, in its discretion, to dedicate, convey or transfer, or cause the dedication, conveyance and/or transfer, of all or portions of the Common Areas to the CDD. Any such dedication, conveyance and/or transfer shall not require the consent and/or joinder of any other Person (including, but not limited to, the Association, any Owners or any Lenders). In such event, such Common Areas will become part of the CDD Facilities and the CDD shall govern the use and maintenance of the CDD Facilities. Some of the provisions of this Declaration will not apply to such CDD Facilities, as the CDD Facilities will no longer be Common Areas once conveyed to the CDD. Any conveyance of Common Areas to the CDD, shall in no way invalidate this Declaration. The CDD, may promulgate rules, regulations and/or covenants that may outline use restrictions for the CDD Facilities and/or the Association's responsibility to maintain the CDD Facilities. Among other factors, the establishment of the CDD and the inclusion of CDD Facilities in the CDD obligate each Owner to become responsible for the payment of CDD Assessments for the construction and operation of the CDD Facilities as set forth in this Article 14.

14.3 **Facilities Owned by the CDD.** The CDD Facilities may be owned, maintained, repaired, replaced and operated by the CDD or owned by the CDD and maintained, repaired, replaced and/or operated by the Association in accordance with a written agreement between the CDD and the Association. The CDD Facilities may be owned by a governmental entity other than the CDD. The CDD Facilities shall be used and enjoyed by the Owners on a non-exclusive basis, in common with such other Persons that may be entitled to use the CDD Facilities under the CDD Documents and/or Law.

14.4 **Agreements.** As hereinafter provided, Declarant may, in its discretion, sign any taxing district petition or other instrument creating and/or amending the CDD as attorney-in-fact for each Owner. Declarant and/or the Association shall have the right to enter into contracts with a governmental authority to provide the services funded by the CDD.

15. **Rules and Regulations for the Community.** All Owners (by accepting an Instrument of Conveyance) and Lessees (by accepting a Lease) and their respective Invitees, are given notice that, and acknowledge and agree that: (i) the use and enjoyment of Homes, Lots, Parcels and the Common Areas is limited by the rules and regulations for the Community set forth in **Exhibit "D"** attached hereto and made a part hereof (the "**Initial Rules and Regulations**"); (ii) the Initial Rules and Regulations may be amended, modified and/or restated (including, without limitation, cancellation, repeal, limitation, exception or expansion), from time-to-time, by any and all Supplemental Rules and Regulations (the "**Supplemental Rules and Regulations**" if and as so amended, modified and/or restated (as hereinafter provided), from time-to-time, are referred to as the "**Rules and Regulations**"); and (iii) they are obligated to and shall comply with the Rules and Regulations. All Lot purchasers are on notice that the Association may have adopted changes to the Initial Rules and Regulations and that such changes may not be set forth in a Recorded document. Copies of the current Rules and Regulations may be obtained from the Association.

15.1 **Amendments.** The Rules and Regulations may be amended, modified and/or restated (as hereinafter provided), from time-to-time, by Declarant or the Board, prior to the Turnover Date, and, thereafter, by the Board of the Association (each in its discretion), provided that, prior to and on the Community Completion Date, if permissible by Florida law, Declarant's written consent, which may be granted or withheld in its discretion, shall also be required. Notwithstanding the fact that the Initial Rules and Regulations are attached hereto and Recorded herewith, there shall be no obligation to Record any amendment, modification and/or restatement of the same and the failure to Record shall have no impact on the validity and/or enforceability of the same. Nothing in this Section 15.1 shall, without the written approval of Declarant in its discretion, authorize the Board to adopt rules and/or regulations purporting to and/or having the effect of amending, modifying, restating and/or conflicting with: (i) the Design Guidelines and/or addressing matters of architectural control, which shall be governed by the Design Guidelines and controls described in Article 21, subject to the rights of Declarant expressed in Article 21; and/or (ii) this Declaration (other than the Rules and Regulations).

15.2 **Declarant Not Subject to the Rules and Regulations.** The Rules and Regulations do not apply to Declarant, Declarant's Representatives and/or Declarant's Designees, and/or to any property owned by Declarant, Declarant's Representatives and/or Declarant's Designees and shall not be applied in a manner which would prohibit or restrict the development of the Community and/or the Project by Declarant and/or Declarant's Representatives, or adversely affect the interests of Declarant and/or Declarant's Representatives. Without limiting the foregoing, Declarant, Declarant's Representatives and Declarant's Designees shall have the right (but not the obligation) to: (i) develop and construct: infrastructure, Homes, apartments and other rental properties, Common Areas and related improvements within the Community and/or the Project, and make any additions, alterations, improvements and/or changes thereto; (ii) develop and construct, retail, office, commercial and public improvements within the Project, and make any additions, alterations, improvements and/or changes thereto; (iii) maintain models, sales and leasing offices and related improvements for the sale, lease and resale of: (a) Homes, Lots and Parcels; and (b) retail, office, commercial, industrial and residential uses located within or outside of the Community and/or the Project; (iv) place, erect and/or construct portable, temporary and/or accessory buildings and/or structures within the Community for sales, construction, staging, storage and/or other purposes; (v) temporarily deposit and/or accumulate materials, equipment, trash, refuse and rubbish in connection with the development and/or construction of any portion of the Community and/or the Project; (vi) post, display and/or affix on, and/or to the exterior of, any portion of the Common Areas and/or other portions of the Community signs and/or other materials used in connection with the development, construction, sale, marketing and/or promotion of any portion the Community (including, without limitation, Homes and Lots), the Project and/or any other properties and/or improvements; (vii) excavate fill from any portion of the Community (including, without limitation, Waterbodies) within and/or contiguous to the Community, store fill within the Community and/or remove and/or sell excess fill; (viii) grow and/or store plants, trees and/or other landscape materials within, or contiguous to, the Community and use and/or sell such plants and/or trees for use within or outside of the Community; and (ix) undertake any and all other activities which are necessary and/or desirable, in Declarant's discretion, for the use, development and/or sale of any lands and/or improvements within and/or outside of the Community.

15.3 **Enforcement.** In the event of a violation of any of the Rules and Regulations, the Board shall be entitled to levy fines and/or take such other actions as are authorized by this Declaration and/or available at law and/or in equity against any Owner who either engages in such prohibited activities and/or permits or suffers another person or entity to engage in such prohibited activities on such Owner's behalf.

16. **Reserved.**

17. **Insurance; Casualty and Indemnification.**

17.1 **Insurance Obtained by Association.**

17.1.1 **Types of Insurance.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance on the following terms, if reasonably available, or if not reasonably available, the most nearly equivalent coverages and terms as are reasonably available:

17.1.1.1 **Flood Insurance.** If the Common Areas (which have above ground improvements thereon) are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("**NFIP**"), coverage, in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

17.1.1.2 **Liability Insurance.** Commercial general liability insurance insuring the Association and its Members for damage and/or injury caused by the negligence of the Association or any of its Members and/or Contractors while acting on its behalf. The commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least \$5,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage. Notwithstanding the foregoing, if: (i) such coverage and/or limits are not generally available at reasonable cost; or (ii) additional coverage and higher limits be available at reasonable cost, the Association shall obtain such additional or lesser coverages or limits as the Board deems advisable in the exercise of its business judgment. Such policies must provide that they may not be canceled or substantially modified by any party without at least thirty (30) days' prior written notice to the Association.

17.1.1.3 Property Insurance. Property insurance on the Common Areas insuring against all risk of direct physical loss in an amount equal to the maximum insurable replacement value of the Common Areas, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy. Premiums for all insurance on the Common Areas, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions of this Article 17, shall be Common Expenses and shall be included in the Regular Assessment. Notwithstanding the foregoing, the Association is not obligated to, but the Board may, in its discretion, obtain insurance against damage or loss to lawns and landscaping to be maintained by the Association.

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

17.1.1.5 Workers' Compensation Insurance and Employers' Liability Insurance. If and to the extent required by Law, workers' compensation insurance and employers' liability insurance.

17.1.1.6 Fidelity Insurance or Bond. Except if and to the extent that the same is maintained by the management agent (if any, engaged by the Association) for the benefit of the Association, the Association shall maintain fidelity insurance or a fidelity bond for all persons (including, without limitation, persons authorized to sign checks on behalf of the Association, and the president, secretary, and treasurer of the Association) who control and/or disburse funds of the Association. If the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such professional management company or licensed manager shall obtain fidelity insurance or a fidelity bond for the benefit of the Association covering such professional management company's or licensed manager's officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association and shall provide evidence of such coverage to the Board before any funds are transferred to the professional management company or licensed manager. The amount of such fidelity insurance or fidelity bond shall be determined in the Board's business judgment, but, in no event, shall the amount be less than the maximum funds that will be in the custody of the Association and/or its management agent at any one time. In addition, the following requirements shall apply to such fidelity insurance or fidelity bond if reasonably available, or if not reasonably available, the most nearly equivalent coverages and terms as are reasonably available:

(i) any bonds shall name the Association as an obligee and any insurance policies shall name the Association as loss payee;

(ii) any bonds and/or insurance policies shall contain waivers, by the issuers, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions;

(iii) any bonds and/or insurance policies shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association.

17.1.1.7 Other Insurance. Such additional insurance coverages as the Board, in its business judgment, determines advisable from time-to-time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not Association owns title thereto.

#### 17.1.2 Policy Requirements.

17.1.2.1 The Association shall arrange the periodic review of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the metropolitan Orlando, Florida area.

17.1.2.2 All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon reasonable request, to the Owner of any insured Lot or Parcel.

17.1.2.3 The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 17.1.1. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the hearing provisions of this Declaration, that the loss is the result of the negligence and/or willful misconduct of one (1) or more Owner and/or such Owner(s)' Invitees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lot(s) and/or Parcel(s) as an Individual Assessment.

17.1.2.4 All insurance coverage obtained by the Board shall:

(i) be written with a company whose primary business is providing insurance coverage and which is authorized to conduct business in the State of Florida and which satisfies the requirements of the HUD, FHA, VA, FNMA, GNMA and/or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Area shall be for the benefit of the Association and its Members and their Lenders, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, Occupants and/or their Lenders; and

(iv) include an agreed amount endorsement, if the policy contains a co-insurance clause.

17.1.2.5 In addition, the Board shall use reasonable efforts to secure insurance policies which name the Owners and their Lenders (as a class) as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board and its Representatives and Owners and their Invitees;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Lender having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

17.1.2.6 The policies described in Subsections 17.1.1 shall also name Declarant and its Representatives as additional insureds; provided, however, if naming such Persons as additional insureds results in an increase of the premiums for such policies, then any such additional insured shall, at its option, either pay for such additional premium or waive its right to be named as an additional insured on the applicable policies.

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

17.1.4 Declarant has No Liability. Notwithstanding anything to the contrary in this Article 17, neither Declarant nor its Representatives shall be liable to any Owner (or any other Person) should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Area.

17.2 Insurance Obtained by Declarant. Prior to and including the Turnover Date, Declarant, in its discretion, shall have the right, at the Association's expense, to provide any such insurance coverage it deems appropriate in its discretion under its master insurance policy in lieu of any of the foregoing insurance requirements, in which event the Association shall reimburse Declarant for the reasonable cost of such insurance, and such reimbursement shall be a Common Expense.

17.3 Insurance for Homes.

17.3.1 Requirement to Maintain Insurance. Each Owner (other than Declarant) shall obtain and maintain insurance of such Owner's Home, Lot and/or Parcel insuring against all risk of direct physical loss in an amount equal to the maximum insurable replacement value of the Home; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy. Upon the request of the Association, each Owner shall supply the Board with evidence of insurance coverage on such Owner's Home, Lot and/or Parcel which complies with the provisions of this Section 17.3. 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 such Owner's obligations hereunder.

17.3.2 Requirement to Reconstruct or Demolish. If a Home is destroyed by fire or other casualty, the Owner of such Home shall commence reconstruction or repair of the Home ("**Required Repairs**") to the extent permitted under Law. Alternatively, to the extent permitted under Law, the Owner shall clear the Lot of all debris and ruins and re-sod and landscape the Lot with the Standard Landscape Package (the "**Required Demolition**") and maintain the Lot in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

17.3.2.1 The Required Repairs must be commenced, after written approval by the Reviewing Entity of the plans and specifications for the Required Repairs if there are going to be any changes made to the exterior of the Home from the original plans and specifications for the Home, within thirty (30) days after the Owner's receipt of the insurance proceeds respecting such Home, but no later than one hundred eighty (180) days after such casualty and, until repair is commenced, the Owner must remove trees and debris and re-sod and maintain the grass on such Lot. Such Required Repairs must be completed in a continuous, diligent, and timely manner and, any event, must be completed within six (6) months from the date the Required Repairs are commenced or such longer or shorter period of time established by the Board in its sole and absolute discretion subject to any adjustments in allotted time if required by Law. The Association shall have the right, but not the obligation, to inspect the progress of all reconstruction or repair work.

17.3.2.2 If an Owner elects to perform the Required Demolition, the Required Demolition must be completed in a continuous, diligent, and timely manner and, any event, must be completed within six (6) months from the date the Required Repair are commenced or such longer or shorter period of time established by the Board in its sole and absolute discretion subject to any adjustments in allotted time if required by Law. The Association shall have the right, but not the obligation, to inspect the progress of all demolition and related work.

17.3.2.3 Each Owner acknowledges that the issuance of a building permit shall not be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, or building codes.

**17.3.3 Standard of Work.** The standard for all Required Repairs and any Required Demolition and other work performed as required by this Section 17.3 shall be in accordance with the Design Guidelines and the Community-Wide Standard. Unless otherwise approved by the Reviewing Entity, any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvements, or as the improvements were last constructed, subject to the then-current codes and regulations of governmental authorities having jurisdiction over the reconstruction of the improvements.

**17.3.4 Additional Rights of Declarant and the Association.** If an Owner refuses or fails, for any reason, to perform the Required Repairs or Required Demolition as herein provided, then the Association is hereby irrevocably authorized by such Owner to, but shall not be obligated to, perform the Required Repairs or Required Demolition, in addition to the other rights and remedies of Declarant and/or the Association. All Required Repairs performed by Declarant or the Association pursuant to this Section 17.3 shall be in conformance with the original plans and specifications for the Home, subject to changes required by Law. Declarant or the Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section 17.3 if any Contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in the amount that is sufficient to adequately pay for Required Repairs or Required Demolition performed by the Association, plus an administrative fee equal to twenty percent (20%) of all costs incurred by the Association in performing the Required Repairs or Required Demolition, plus Attorneys' Fees, and such amounts shall be immediately due and payable without further notice. The Owner shall reimburse to Declarant, within thirty (30) days after Declarant's demand therefor, in the amount that is sufficient to adequately pay for Required Repairs or Required Demolition performed by Declarant, plus an administrative fee equal to twenty percent (20%) of all costs incurred by the Declarant in performing the Required Repairs or Required Demolition, plus Attorneys' Fees.

**17.3.5 Rights of the County.** If any Home and/or Lot is destroyed by fire or other casualty, the County, the fire marshal, FEMA and/or any and all other applicable governmental or quasi-governmental authorities shall have the right, but not the obligation, to enter such Owner's Home and/or Lot for the purpose of inspecting and assessing the damage. Such governmental authority shall further have the right to enforce any local Laws with regard to the Required Repairs and Required Demolition of the Home and/or Lot.

**17.3.6 Declarant and the Association Have No Liability.** Notwithstanding anything to the contrary in this Section 17.3, neither Declarant nor the Association, nor any of their respective Representatives shall be liable to any Owner (or any other Person) if such Owner fails for any reason to obtain insurance coverage on a Home, Lot and/or Parcel. Moreover, neither Declarant nor the Association, nor any of their respective Representatives, shall be liable to any Person if Declarant and/or the Association does not enforce the rights given to it in this Section 17.3.

**17.4 Casualty to Common Areas.** Immediately after damage or destruction to all or any part of the Common Areas, the Board or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty. In such event, the Board of the Association shall have full discretion to redesign and/or relocate any Common Area improvements (including, without limitation, Recreational Facilities) and/or to allocate any insurance proceeds to construction, maintenance, repair and/or replacement of other Common Area improvements (including, without limitation, Recreational Facilities) or to other reserves or Common Expenses; provided that, prior to and on the Community Completion Date, if permissible by Florida law, Declarant's written consent, which may be granted or withheld in its discretion, shall also be required for any decision other than to reconstruct the Common Areas in accordance with the plans and specifications of the original improvements, or as the improvements were last constructed, subject to the then-current codes and regulations of governmental authorities having jurisdiction over the reconstruction of the improvements. Notwithstanding anything to the contrary contained herein, the Association shall reconstruct or repair any Common Area improvements necessary to continue to provide access, utilities and drainage to all Homes, Lots and Parcels in Community. Any insurance proceeds remaining after paying the costs of repair and/or reconstruction of the Common Areas, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association, and placed in a capital improvements account. This is a covenant for the benefit of Lenders and may be enforced by the Lender of any affected Lot or Parcel; provided, however, that no Lender of any affected Lot or Parcel shall have the right to participate in the determination of whether the damage or

destruction to the Common Area shall be repaired or reconstructed. If the Board elects not to repair or reconstruct the damaged Common Areas, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition.

**17.5 Indemnification of Officers, Directors and Others.**

17.5.1 The Association shall Indemnify every officer, director, and committee member against all Claims and Losses (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to Indemnify shall be limited with respect to those actions as to which liability is limited under this Section 17.5 or Florida law.

17.5.2 The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made or action taken, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) and the Association shall Indemnify each such officer, director and committee member from any and all Claims and Losses to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**18. Property Rights and Easements.**

**18.1 Owners' Easements:**

18.1.1 Owners' Easements of Enjoyment. Every Owner and such Owner's Invitees (except Builders and their employees, who shall not use the Common Areas or amenities except as specifically provided in this Declaration) shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

18.1.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, the provisions of this Declaration, the Bylaws, any PCCRO, and any other applicable covenants and easements, including any declaration of easements and covenants or similar instrument relating to such Common Area which grant non-Members rights to use and enjoy portions of the Common Area upon payment of fees or a portion of the costs relating to such Common Area.

18.1.1.2 The Rules and Regulations governing use and enjoyment of the Common Areas, including, without limitation, any requirement that access to and use of some or all of the Common Areas, including, without limitation, Recreational Facilities, shall be subject to the use and/or presentation of an Access Card.

18.1.1.3 The right of the Association to suspend an Owner's rights and/or to impose fines in accordance with Section 720.305, Florida Statutes, as amended or replaced from time-to-time, including, without limitation, the right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner and such Owner's Invitees for any period during which any Assessment against that Owner remains unpaid.

18.1.1.4 The right of Declarant or the Association to modify, convey, dedicate and/or transfer all or any part of the Common Areas as provided in this Declaration.

18.1.1.5 The right of the Association to evict Owner's Invitees as provided in this Declaration and/or the Rules and Regulations.

18.1.1.6 The perpetual right of Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas.

18.1.1.7 The rights of Declarant or the Association regarding the Community and Common Areas as reserved in this Declaration, including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

18.2 Relinquishment of Right by Owner. An Owner shall relinquish its right (and the rights of its Immediate Family Members and Designees) to use the Common Areas at any time that a Home is subject to a Lease and such use rights shall be deemed to have delegated to, and shall inure to, the Lessee and its Immediate Family Members and guests, subject to the provisions of this Declaration and the Rules and Regulations. Any such relinquishment and/or delegation shall not relieve any Owner from its responsibilities and/or obligations provided herein.

18.3 Ingress and Egress. Every Owner and such Owner's Invitees shall have a non-exclusive right and easement for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time-to-time, may exist upon, or be designated as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time-to-time, may be paved and intended for such purposes.

18.4 Development Easement. In addition to the rights reserved elsewhere in this Declaration, Declarant reserves a non-exclusive easement for itself, its Representatives, any Builder to whom Declarant sells Lots or Parcels or grants rights to build Homes on Lots or Parcels and their respective Designees over, under, upon, across and through all portions of the Community (excluding inside a Home) as may be required in Declarant's discretion in connection with the development of the Community (including, without limitation, the Common Areas) and other lands designated in Declarant's discretion and to promote or otherwise facilitate the development, construction, marketing, sale and/or leasing of Homes, Lots and Parcels and other residences and commercial properties located outside of the Community as designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights-of-way within the Community for vehicular and pedestrian ingress and egress including, without limitation, for construction vehicles and trucks. All Owners acknowledge that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore and/or repair any portion of the Common Areas as a result of the use of the same by construction traffic, unless damaged beyond reasonable wear and tear, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance obligations of the Association and included in Common Expenses. Without limiting the foregoing, at no time shall Declarant, its Representatives and/or its Designees be obligated to pay any amount to the Association on account of Declarant's, its Representatives' and/or its Designees' use of the Common Areas. The easements created by this Section 18.4, and the rights reserved herein in favor of Declarant, its Representatives and its Designees shall be construed as broadly as possible and supplement the rights of Declarant set forth elsewhere in this Declaration. Declarant, in its discretion, may partially assign its rights hereunder to Builders.

18.5 Easement for Encroachments. If any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements in the Community then a non-exclusive easement appurtenant to the encroachment shall exist for so long as the encroachment shall exist. If any building or improvement on a Lot or Parcel shall encroach upon another Lot or Parcel by reason of construction by Declarant or a Builder, then a non-exclusive easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that some Homes and/or Lots may contain improvements with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home and/or Lot. A perpetual non-exclusive easement is granted to allow the exterior walls, footings, and other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot. A non-exclusive access easement is hereby created for maintenance and repair purposes in favor of the adjacent land owner.

18.6 Support Easement and Maintenance Easement. A non-exclusive easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. A non-exclusive access easement is hereby created for maintenance, repair and replacement purposes over and across the Community (including, without limitation, Lots (but not in the interior portions of a

Home) and Parcels) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

18.7 Drainage. A non-exclusive easement shall exist in favor of Declarant, the Association, the CDD, the County, the Water Management District, and their respective Representatives and Designees, and any applicable state agency, county agency or federal agency having jurisdiction and their respective Representatives and Designees, over the Community over, across and upon the Community (including, without limitation, all areas containing the Surface Water Management System and/or drainage or stormwater management easements created on a Plat or by separate instrument) for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access is hereby granted to such Persons to enter upon and over any portion of the Community (including, without limitation, Lots and Parcels) in order to construct, maintain, inspect, record data on, monitor, test, repair and/or replace, as necessary, any water management areas, conservation areas, mitigation areas, Irrigation Systems thereon and appurtenances thereto. No structure, landscaping and/or other material shall be placed or be permitted to remain which may damage or interfere with the drainage and/or irrigation of the Community and/or the installation or maintenance of utilities and/or which may obstruct or retard the flow of water through the Community or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement and/or any of the use rights set forth in this Declaration.

18.8 Irrigation System. Declarant hereby reserves for itself, its Representatives and its Designees, and grants to the Association, its Representatives and its Designees, the perpetual, non-exclusive right (but not the obligation, unless otherwise provided in this Declaration, any of the other Governing Documents and/or the District Permit, applicable rules of the Water Management District and/or requirements of the County and the City, as applicable) easement to: (i) enter upon the Surface Water Management System and other portions of the Common Areas to install, operate, maintain, repair and/or replace the Irrigation System (and/or portions thereof); and (ii) draw, pump and/or otherwise remove water from the Surface Water Management System for the purpose of irrigating the Community and/or the Project, subject to any and all restrictions imposed by the District Permit, applicable rules of the Water Management District, requirements of the County and the City, as applicable. Declarant and the Association shall also have a perpetual, non-exclusive right and easement over and across any portion of the Properties to the extent reasonably necessary to exercise their rights under this Section 18.8. The Irrigation System may include one (1) master meter, in which case the Association shall pay the charges for reclaimed water and allocate the same to the Owners as a Common Expense, as applicable.

18.9 Waterbodies. Declarant hereby reserves for itself, its Representatives and its Designees, and grants to the Association, its Representatives and its Designees, the perpetual, non-exclusive right (but not the obligation, unless otherwise provided in this Declaration, any of the other Governing Documents and/or the District Permit, applicable rules of the Water Management District and/or requirements of the County and the City, as applicable) and easement of access and encroachment over the Common Areas, Lots (excluding inside a Home) and Parcels adjacent to and/or within 100 feet of the Surface Water Management System, in order to: (i) temporarily flood and back water upon and maintain water over the same; (ii) alter in any manner and generally maintain the Surface Water Management System and other Waterbodies; and (ii) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these rights and easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such rights and easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall and/or other natural occurrences.

18.10 Blanket Easement in Favor of Declarant and the Association. Declarant hereby reserves for itself, its Representatives and its Designees, and grants to the Association, its Representatives and its Designees, a permanent, non-exclusive right (but not the obligation, unless otherwise provided in this Declaration, any of the other Governing Documents and/or the District Permit, applicable rules of the Water Management District and/or requirements of the County and the City, as applicable) and easement over all of the Community, including, without limitation, all Lots (but not in the interior portions of a Home) and Parcels, for the purposes of: (i) constructing, installing, maintaining, repairing, replacing, administering and/or operating all Common Areas, including, but not limited to, the Surface Water Management System, Waterbodies, perimeter walls and fences; (ii) confirming that Owners are complying with the requirements of this Declaration, the Rules and Regulations and the other Governing Documents; (iii) and performing any obligation of an Owner (including, without limitation, maintenance, alteration and/or repair) which it is entitled to perform on such Owner's behalf and/or for which the Association may impose

an Individual Assessment; (iv) performing any obligation the Association is obligated to perform under this Declaration; and (v) taking such actions as it determines, in its discretion, are necessary or advisable in fulfilling its obligations and exercising its rights under this Declaration, including, without limitation, comply with any governmental requirements and/or to satisfy any condition that is a prerequisite for a governmental approval.

18.11 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant or the Association, and after the Community Completion Date, the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and/or terminate permits, licenses and easements over, upon, across, under and through the Community (including Lots (but not in the interior portions of a Home) and/or Parcels) for utilities, roads and other purposes reasonably necessary or useful as it determines, in its discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant or the Association (whichever is applicable) an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

18.12 Governmental and Public Easements. Fire, police, mail delivery, health, sanitation, code enforcement and other public service and public utility company personnel and vehicles shall have a permanent and perpetual, non-exclusive easement for ingress and egress over and across the roadways in the Community. The County, CDD, the City, Water Management District, and other governmental or quasi-governmental authorities shall also have a permanent and perpetual, non-exclusive easement for ingress and egress over and across the Community in order to provide any services they have agreed, or are required by Law, to provide to the Community.

18.13 Duration and Public Access. All easements created herein or pursuant to the provisions hereof are irrevocable and perpetual, unless expressly stated to the contrary. Nothing contained in this Declaration shall not grant and/or create any easement and/or any easement rights in favor of the general public except as otherwise specifically provided herein

## 19. Assessments.

19.1 General. Each Owner (including, without limitation, Builder Owners, unless Declarant has assigned to Builder Owners its right, pursuant to Section 19.3.7.2 below, to fund Subsidy Amounts in lieu of paying Assessments), by acceptance of an Instrument of Conveyance for the acquisition of title in any manner (whether or not so expressed in the Instrument of Conveyance), including, without limitation, any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association, at the time and in the manner required by the Board, Assessments and/or charges (including, without limitation, any special assessments) as are fixed, established and collected from time-to-time by the Association (collectively, the "Assessments"). No Owner may exempt itself, and/or waive, avoid or otherwise escape, from liability for Assessments by non-use of Common Area, or the waiver of the right to use and/or the suspension of the right to use or use of, the Common Areas, abandonment of such Owner's Lot or Parcel or by any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or setoff shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs and/or improvements and/or from any other action taken by the Association or which the Association fails to take.

19.2 Purpose, Levy and Collection of Assessments. The Assessments levied by the Association shall be used for: (i) the operation, insurance, maintenance, repair, replacement and administration of the Common Areas (including, without limitation, the Recreational Facilities, the Surface Water Management System (unless the responsibility of the CDD) and the Irrigation System); (ii) operation, insurance, maintenance, repair, replacement and administration of Common Areas, rights-of-way and easements within or immediately adjacent to the Property (such as, but not limited to, landscaping and sidewalks within the right-of-way of adjoining streets) to the extent that such actions are required by government entities and/or deemed appropriate by the Board; (iii) promoting the recreation, health, safety and welfare of the Owners and other lawful Occupants of Homes within the Community; and (iv) the performance and exercise by the Association of its rights, duties and obligations under this Declaration and the other Governing Documents. All Assessments shall be levied and collected by the Board. Assessments shall be paid in such manner and at such times (for example, but without limitation, monthly, quarterly or annually) as the Board may establish from time-to-time. Unless otherwise established by the Board, Regular Assessments shall be collected, due and payable on a monthly basis. If any Owner is delinquent in paying any Assessments or

other charges levied on such Owner's Lot and/or Parcel, the Board may require any unpaid installments of all outstanding Assessments to be paid in full immediately.

19.3 Types of Assessments. All Owners other than Declarant (including, without limitation, Builder Owners, except as otherwise provided herein) shall pay Assessments. Assessments are classified as follows:

19.3.1 Regular Assessments. Assessments levied on all Lots and Parcels subject to Assessment under this Article 19 to fund Common Expenses for the general expenses and operation of the Association and accomplishing any and all of its purposes, as determined in accordance herewith, are hereinafter referred to as "**Regular Assessments**". The Association is hereby authorized to levy Regular Assessments equally against all Lots and Parcels subject to assessment to fund the Common Expenses. The Regular Assessments shall be set at a level which is reasonably expected to produce total income for the Association equal to not less than the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through Regular Assessments, the Board, in its discretion, may consider other sources of funds available to the Association. The Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and may consider the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

19.3.2 Special Assessments.

19.3.2.1 Assessments may be levied by the Association, from time-to-time, to cover unbudgeted and/or unanticipated expenses and/or expenses in excess of those budgeted, including, without limitation, capital improvements, major repairs, emergencies and/or the repair and/or replacement of the Surface Water Management System, as determined in accordance herewith, are hereinafter referred to as "**Special Assessments**". Any such Special Assessments shall be levied against the Owners of all Lots and Parcels, if such Special Assessment is for Common Expenses. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. Notwithstanding anything to the contrary contained herein, until the Turnover Date, the Board controlled by Declarant, unless the Owner Director agrees, may not levy a Special Assessment unless the approval of a majority of the Owners voting at a meeting, or by written consent, is obtained; provided that the total number of votes cast (either for or against) and approvals by written consent represent at least thirty percent (30%) of the total number of Lots which will be subject to such Special Assessment.

19.3.2.2 From and after the Turnover Date, except in an emergency situation, any Special Assessment which would exceed twenty percent (20%) of the annual budget for the fiscal year in which the Special Assessment is approved shall require the approval of a majority of the Owners voting at a meeting, or by written consent, provided that the total number of votes cast (either for or against) and approvals by written consent represent at least thirty percent (30%) of the total number of Lots which will be subject to such Special Assessment. In addition, until the Community Completion Date, the affirmative vote or written consent of Declarant shall be required for any Special Assessment.

19.3.3 Reserved.

19.3.4 Individual Assessments. Assessments levied against one (1) or more Owners (but less than all Owners) and such Owner's Lots and/or Parcels within the Community are hereinafter referred to as "**Individual Assessments**", and may be levied as follows:

19.3.4.1 To cover the costs, including, without limitation, overhead and administrative costs, of providing benefits, items and/or services upon request of the Owner pursuant to a menu of special services which the Board may (but shall not be obligated to) from time-to-time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, maid service, linen service, handyman service, pool cleaning, pest control, arrival and departure service, courier service, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

19.3.4.2 To cover costs, including, without limitation, overhead and administrative costs, incurred in bringing a Lot and/or Parcel into compliance with the terms of the Governing Documents (including, but not limited to, the duties relating to maintenance) and/or costs incurred as a consequence of the conduct of an Owner and/or Owner's such Owner's Invitees, provided that the Board shall give the Owner prior written notice and an opportunity for a hearing before levying any Individual Assessment, in compliance with this Declaration; and/or

19.3.4.3 To cover any other costs permitted from time-to-time in this Declaration to be charged and collected as an Individual Assessment.

19.3.5 Reserves. Assessments of any kind may include the creation of reasonable reserves (hereinafter "Reserves") for any and/or all of the obligations of the Association hereunder, including, without limitation, periodic maintenance, repair and/or replacement of improvements comprising a portion of the Common Areas, including without limitation, the Recreational Facilities. The Board shall annually prepare reserve budgets for Common Areas for purposes which the Board determines necessary and/or appropriate and which take into account the number and nature of replaceable assets maintained as a Common Expenses, respectively, the expected life of each asset, and the expected repair and/or replacement cost. The Board shall set the required contribution to reserves by annual Regular Assessments, as appropriate, in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budgets, with respect both to amount and timing over the budget period. Notwithstanding the foregoing, the Association shall not be required to contribute to reserves for the repair or replacement of assets that are leased or financed by the Association. Such reserves shall be determined, maintained and waived in the manner provided in §720.303(6), Florida Statutes. Assessments pursuant to this Section 19.3.5 shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date (or such earlier date as is permitted under applicable law), Reserves shall be subject to the prior written approval of Declarant, which may be withheld in its discretion.

19.3.6 Builder's and Declarant's Assessments. Since Lots and Parcels owned by Builders and/or Declarant may not be fully improved and/or occupied and, therefore, may not receive certain services, each Builder and Declarant (unless and until Declarant elects to be excused from Assessments as provided in Section 19.3.7 or until Declarant is no longer permitted to pay the Subsidy Amount as provided therein) shall be obligated to pay the Required Percentage of the applicable Regular Assessments, (and, as to Builders but not Declarant, unless Declarant is legally obligated to pay same), Special Assessments (and Reserves related thereto), as applicable, attributable to a Lot and/or Parcel for each fiscal year of the Association commencing upon the conveyance of the first Lot to an Owner, and continuing until the date on which a certificate of occupancy or similar permit is issued by the appropriate governmental authority for the Home on the Lot. If a Lot ceases to qualify for the reduced Required Percentage of Regular Assessments or Special Assessments (and Reserves related thereto), as applicable, during the period to which the Assessment is attributable, the Regular Assessments or Special Assessments (and Reserves related thereto), as applicable, shall be prorated between the applicable rates on the basis of the number of days in the Assessment period that the Lot or Parcel qualified for each rate and, thereafter, the provisions of Section 19.3.1 and/or Section 19.3.3, as applicable, shall apply.

19.3.7 Declarant's Assessments.

19.3.7.1 Funding Shortfalls. Notwithstanding anything to the contrary herein, Declarant, at Declarant's option, shall elect to either: (i) pay Regular Assessments and Special Assessments, as applicable, in accordance with Section 19.3.6, if Declarant is otherwise obligated to pay such assessments pursuant to this Declaration and the Bylaws, on Lots and Parcels owned by Declarant; or (ii) in accordance with Section 720.308, Florida Statutes, be excused from payment of its share of the Common Expenses, Regular Assessments and/or Special Assessments, as applicable, related to Lots and Parcels owned by Declarant and to, instead, fund the Subsidy Amount, if any; provided, however, that from and after the Turnover Date or earlier election by Declarant not to pay the Subsidy Amount, Declarant shall pay Regular Assessments, and/or Special Assessments, as applicable, as otherwise provided by this Article 19 without reference to Section 19.3.6. Declarant may, at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the Subsidy Amount, and waiving its right to exclusion from Assessments. Notwithstanding the foregoing, Declarant shall not be obligated to pay any combination of Subsidy Amount and Assessments during any calendar year in excess of the total amount that Declarant would have paid during such calendar year if Declarant and Builders were paying full Assessments. Also,

if Declarant has elected to pay the Subsidy Amount in lieu of Assessments, and the cumulative payments by Declarant to the Association during a fiscal year exceed the total amounts Declarant would have had to fund as the Subsidy Amount for the entire fiscal year (due to the Association incurring cash needs that exceed collections during a portion of the fiscal year, with the Association receiving assessments and other revenue during the remainder of the fiscal year that exceed the Association's costs during such period), the excess amount funded by Declarant shall, at Declarant's option, be either credited towards payment of Declarant's next due Assessment or Subsidy Payment(s) or refunded to Declarant.

**19.3.7.2 Shortfalls and Surpluses.** Each Owner acknowledges that, because Regular Assessments and Special Assessments (and Reserves related thereto) are allocated based on the formula provided herein, it is possible that the Association may collect more or less than the amount budgeted for Common Expenses. Prior to and including the Turnover Date, in lieu of payment of Regular Assessments and/or Special Assessments, as applicable, on Lots and/or Parcels owned by Declarant at the applicable rate established by this Article 19, Declarant shall have the option to pay the Subsidy Amount. If, from and after the Turnover Date or such earlier date on which Declarant elects not to pay the Subsidy Amount, the Common Expenses, as estimated in the budget for a particular fiscal year are, after the actual Common Expenses for that period are known, less than the actual costs, as applicable, then, in order to cover the shortfall, the difference shall, at the election of the Association: (i) be added to the calculation of Regular Assessments, for the next fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association may specially assess Owners retroactively on January 1st of any year (or such other date as determined by the Board) for any shortfall in Regular Assessments, which Special Assessment shall relate back to the date that the Regular Assessments could have been made. Any surplus Assessments collected by the Association may be: (i) allocated towards the next year's Common Expenses; (ii) used to fund Reserves, whether or not budgeted; (iii) retained by the Association; and/or (iv) used for any other purpose, in the Association's discretion. Under no circumstances shall the Association be required to pay surplus Assessments to Owners; provided, however, if an audit of the Association's financial records reveals that Declarant has funded a greater amount than required under this Article 19, then any such excess shall be promptly refunded to Declarant by the Association. Declarant shall be assessed only for Lots and Parcels which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than Declarant, prorated as of and commencing with, the month following the date of transfer of title.

DECLARANT DOES NOT PROVIDE A GUARANTY OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. THEREFORE, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH AND INCLUDING 720.308(5), FLORIDA STATUTES, ARE NOT APPLICABLE TO DECLARANT OR THE CALCULATION OF THE SUBSIDY AMOUNT AND/OR OTHER AMOUNTS DUE FROM DECLARANT.

**19.3.7.1 Exclusions Applicable to Declarant.** Notwithstanding any other provision of this Declaration to the contrary, unless otherwise required by applicable law, with respect to the Lots and Parcels owned by Declarant from time to time: (i) until the Turnover Date, Declarant has elected to fund the Subsidy Amount instead of paying Assessments and therefore until the Turnover Date, Declarant shall be excused from payment of its share of operating expenses and Assessments; and (ii) Declarant shall not be required to pay any Special Assessments or Reserves, even after the Turnover Date. Notwithstanding the foregoing, Declarant may, at its option, elect to pay its share of operating expenses and Assessments with respect to the Lots and Parcels owned by Declarant during any Fiscal Year and if Declarant elects to do so, Declarant shall not be obligated to fund the Subsidy Amount for such Fiscal Year.

**19.3.8 Designation.** The designation of Assessment type shall be made by the Board in its discretion. Prior to the Community Completion Date, any such designation must be approved by Declarant in its discretion. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

#### **19.4 Allocation of Common Expenses.**

**19.4.1 Initial Determination by Declarant.** For the period until the adoption of the first annual budget, the allocation of Common Expenses shall be as set forth in the initial budgets prepared by Declarant.

19.4.2 Allocation of Regular Assessments, Special Assessments and Reserves.

19.4.3 Prior to the Turnover Date. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, Assessments shall be allocated so that each Owner shall pay such Owner's pro-rata portion of Regular Assessments, Special Assessments, and related Reserves (if any) based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots and Parcels in the Community conveyed to Owners (other than Declarant) or any greater number determined by Declarant from time-to-time. Under no circumstances will the denominator be less than the number of Lots which are owned by Owners other than Declarant.

19.4.3.1 After the Turnover Date. After the Turnover Date, each Owner shall pay such Owner's pro-rata portion of Regular Assessments, Special Assessments, and related Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots and Parcels in the Community.

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

19.5 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot and/or Parcel to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot and/or Parcel to such Builder. Assessments shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot.

19.6 Exemption for Certain Property in the Community. The following shall be exempt from payment of Regular Assessments and Reserves related thereto, and Special Assessments:

19.6.1 All Common Area; and

19.6.2 Any property dedicated to and accepted by any governmental authority or public utility, including, without limitation, any Community Development District.

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

19.8 Conveyance Contributions. Upon the initial closing of the sale or the occupation of a Home, the purchaser thereof shall pay to the Association an initiation fee in an amount equal to SIX HUNDRED AND NO/100 DOLLARS (\$600.00) for Lots that are not contiguous to the Navigable Retention Pond (i.e. – Non-Waterfront Lots) and SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) for Lots that are contiguous to the Navigable Retention Pond (i.e. – Waterfront Lots), which amount shall be maintained in the general fund of the Association the use and benefit of the Association. Said amount shall not be considered as advance payment of Assessments payable hereunder. Upon each subsequent conveyance of a Lot, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to: (i) one-sixth (1/6) of the annual Regular Assessments (and related Reserves) (each, a "Conveyance Contribution"). The amounts derived from these Conveyance Contributions shall be in addition to, not in lieu of, the annual Regular Assessments (and/or related Reserves) and shall not be considered an advance payment of such Assessments (and/or Reserves). The funds derived from the Conveyance Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Common Expenses, support costs and/or start-up costs.

19.9 Association Estoppel Certificates. No Owner shall sell, transfer or otherwise convey its interest in a Home, Lot and/or Parcel unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its Designees, and shall be open to inspection by any Owner. Within fifteen (15) days after receiving a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid or the amount which is due as of any date. As to Persons other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association or its Designee a reasonable fee established by the Board in its discretion to cover the costs of examining records and preparing such estoppel certificate. To the extent allowed by the Act, each Owner hereby waives its rights (if any) to an accounting of the Common Expenses and Assessments.

19.10 Payment of Ad Valorem Real Estate Taxes. Each Owner shall pay all taxes and other obligations relating to its Home, Lot and Parcel (including, without limitation, ad valorem real estate taxes and assessments) which, if not paid, could become a lien against the Home, Lot and/or Parcel which is superior to the lien for Assessments created by this Declaration.

19.11 Lien and Personal Obligation for Assessments.

19.11.1 Creation of Lien. Each Owner, by accepting an Instrument of Conveyance for the acquisition of title to a Lot or Parcel, is deemed to have covenanted and agreed that all Assessments and other charges authorized in this Declaration, together with interest at a rate not to exceed the highest rate permitted by Law, reasonable late charges in such amount as is established by resolution of the Board, from time-to-time, and costs and expenses, including, without limitation, Attorneys' Fees, shall be a charge and continuing lien in favor of the Association encumbering the Lot or Parcel owned by the Owner against whom each such Assessment is made. The lien is effective from and after Recording a claim of lien stating the legal description of the Lot, name of the Owner and the amounts due as of that date, but shall relate back to the date that this Declaration is Recorded. The lien and claim of lien shall also cover any additional amounts which accrue thereafter and shall be a charge and continuing lien upon the Lot until paid and satisfied. The sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot from the lien for any subsequent Assessments. The sale or transfer of any Lot shall not affect the lien or relieve such Lot from the lien for any subsequent Assessments. Although no further action is required to create or perfect the lien, the Association may, as further evidence of the lien, execute and Record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and Record any such document shall not affect the validity, enforceability, or priority of the lien. Such lien, when delinquent, may be enforced by suit, judgment, and/or foreclosure in the same manner as mortgages on real property are foreclosed under Florida law. The lien rights created in this Declaration shall be for the benefit of the Association.

19.11.2 Personal Obligation. Each Assessment, together with and other charges authorized in this Declaration, including, without limitation, interest at a rate not to exceed the highest rate permitted by Law, reasonable late charges in such amount as is established by resolution of the Board, from time-to-time, and costs and expenses, including, without limitation, Attorneys' Fees, also shall be the personal obligation of the Owner of such Lot or Parcel at the time the Assessment became due, as well as such Owner's heirs, devisees, personal Representatives, successors and assigns. The Association may sue for unpaid Assessments and such other charges without foreclosing or waiving the lien securing the same.

19.11.3 Subordination of the Lien. The lien for Assessments shall be superior to all other liens, except: (i) the liens of all taxes, bonds, assessments and other governmental levies which by Law would be superior; and (ii) the lien or charge of any first priority Mortgage of Record made in good faith and for value, if the mortgage is Recorded prior to the claim of lien. Notwithstanding the foregoing, with respect to a Lender or its successor or assignees who acquire title to a Lot and/or Parcel by foreclosure or by deed in lieu of foreclosure, such Lender's liability respecting the unpaid Assessments (but not late fees, interest and/or Attorneys' Fees incurred by the Association in the collection of unpaid amounts) that became due before the Lender's acquisition of title shall be limited if and to the extent, if any, required by applicable law; provided that such Lender filed suit against the

Owner and initially (and not through amendment or re-foreclosure) joined the Association as a defendant in the Lender's foreclosure action when such action was first filed with a court; provided, however, that such joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain a registered office or registered agent for service of process at a location that was known to or reasonably discoverable by the Lender. In addition to the foregoing, any acquirer of title to a Lot, including, without limitation, a Lender or other third-party, shall be liable for all late fees and interest charged against the former Owner of the Lot or Parcel and all Attorneys' Fees incurred by the Association in collection efforts against the former Owner of the Lot or Parcel. Unless specifically provided otherwise by the Association in writing from time-to-time and in its discretion, late fees, interest and Attorneys' Fees shall not be considered Assessments. The Lender, or its successor or assignees acquiring title to a Lot or Parcel, shall pay all amounts owed to the Association at the time of the transfer of title, including, without limitation, Assessments (as the same may be limited above), late fees, interest, Attorneys' Fees within thirty (30) days after transfer of title and thereafter, the successor shall become and be responsible for any Assessments. Failure to pay the full amount required when due shall entitle Association to Record a claim of lien against the Lot or Parcel and to proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section 19.11.3 shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by the Association are secured by a lien Recorded prior to the Recording of the applicable Mortgage. Additionally, in order to be afforded the limitations of liability for Lenders included in this Section 19.11.3, a Lender must give written notice to Association if the Mortgage held by such Lender is in default. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor release the Lot or Parcel from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments (and related charges) from the payment thereof or the enforcement of collection thereof by means other than a foreclosure.

19.11.4 Purchase by the Association. The Association may bid for a Lot or Parcel at the foreclosure sale and acquire, hold, lease, mortgage and/or convey the Lot or Parcel, which decisions shall be made by the Board without the need for membership approval. While a Lot or Parcel is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; and (ii) no Assessment shall be levied on it.

19.11.5 Right to Cure Defaults. Each Lender shall give written notice to the Association if the Mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the Mortgage. If the Association cures such default on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender with respect thereto. All amounts advanced on behalf of a record title owner pursuant to this Section 19.11.5 shall be added to Assessments payable by such record title owner with appropriate interest and charges.

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

19.11.7 Reallocation of Assessments. Any unpaid Assessments and related charges for which an acquirer of title is not liable (i.e., where a Lender takes title to a Lot or Parcel, any past due Assessment amounts which exceed the lesser of 12 months of Assessments or one percent (1%) of the original mortgage debt) may be reallocated and assessed to all Owners (including such acquirer of title) as part of the Common Expenses. Any uncollectible unpaid Assessments shall be deemed to be Common Expenses, collectible from Owners of the Lots subject to the applicable Assessment under this Declaration, including, without limitation, the such acquirer of the Lot or Parcel to which the unpaid Assessments and related charges related and its successors and assigns.

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

19.13 Late Fees; Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or

such other period of time established by the Board and permitted by Law) after the due date, a late fee of \$25.00 per month or five percent (5%) of the delinquent installments whichever is greater (or such greater amount established by the Board and permitted by Law), together with simple interest in an amount equal to the maximum rate allowable by Law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money and accounting expenses. Subject to providing any prior notice as may be required by Law, if any, the Association may, at any time thereafter, bring an action at Law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot or Parcel. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for the County, and, in any suit for the foreclosure of such lien, the Association shall be entitled to seek an order of court that the Association is entitled to: (i) collect a reasonable rent from the Owner, if the Owner remains in possession of a Home, Lot and/or Parcel after a judgment of foreclosure is entered; and (ii) obtain the appointment of a receiver for such Home, Lot and/or Parcel to collect the rent if the Home, Lot and/or Parcel is leased or rented during the pendency of the foreclosure action. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including, without limitation, Attorneys' Fees.

19.14 Collection of Assessment by Declarant. If, for any reason, the Association shall fail or shall be unable to levy and/or collect Assessments, then Declarant shall at all times have the right, but not the obligation to: (i) advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of Attorneys' Fees, shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, Declarant shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, Attorneys' Fees.

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

19.16 Lender Rights. Each Lender may request, in writing, that the Association notify such Lender of any default under the Governing Documents of the Owner of the Home, Lot and/or Parcel subject to the Lender's Mortgage, which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

19.17 Collection of Assessments. Assessments shall be paid by each Owner directly to the Association or its Designee. Any collection proceedings for an Owner's failure to pay Assessments shall be the sole responsibility of the Association. Each Owner shall be responsible to pay all Assessments to the Association on time and in full.

19.18 Application of Payments. Any and all payments received by the Association shall be applied first to fines levied in accordance with the terms of this Declaration, then to any accrued interest, then to any late fees, then to any expenses and costs, then to any Attorneys' Fees and then to the delinquent Assessment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation and/or instruction placed on or accompanying a payment.

19.19 Failure to Fix Assessments. Failure of the Board to fix Assessment amounts and/or rates and/or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Regular Assessments in the amounts provided in Section 20.2.3 and 20.3.3, respectively.

20. Association Budgets.

20.1 Initial Budget for the Association. The initial budget prepared by Declarant has been adopted by the Association as the budget of the Association until the Association prepares and adopts later budgets. Thereafter, annual budgets shall be prepared and adopted by the Association. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED AND BASED ON ASSUMPTIONS AND ESTIMATES AND IS NOT BASED ON HISTORICAL OPERATING FIGURES. THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR MORE THAN PROJECTED.

20.2 Budgeting for Regular Assessments.

20.2.1 Adoption. Regular Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes, as amended from time-to-time. The budget shall set forth the annual projected Common Expenses and Reserves and shall reflect the Regular Assessments. The budget must reflect the estimated revenues and Common Expenses for that year and the estimated surplus or deficit as of the end of the current year.

20.2.2 Notice. The Board shall send a notice of the amount of the Regular Assessment for the coming year to each Owner at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective, or thirty (30) days prior to the effective date of any budget amendment permitted pursuant to the last sentence of this Section 20.2.2, as applicable. The Board shall provide a copy of the budget or amended budget to any Owner upon written request by such Owner. Such budget or amended budget and Assessment or amended Assessment shall automatically become effective unless disapproved at a meeting by Members representing at least seventy-five percent (75%) of the total votes of Class "A" Members in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget or amended budget except on petition of the Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the notice of the Assessment to be levied pursuant to such budget or amended budget, as applicable. The Board may amend the budget from time-to-time to increase or decrease the same in accordance with the procedures set forth in this Article 20.

20.2.3 Disapproval of or Failure to Adopt Budget. If any proposed budget for Regular Assessments is disapproved, or if the Board fails for any reason to determine the budget for Regular Assessments for any year, then, until such time as a budget is determined, the budget in effect for the immediately preceding year, increased by five percent (5%), shall continue for the current year.

20.2.4 Allocation of Funds. The Board shall have the right, without vote or written consent of the Owners, to: (i) spend the full amount budgeted for any particular line item in the budget; (ii) spend more or less than what was budgeted; and/or (iii) shift revenues within the budget from one (1) line to another, provided that any such change does not increase the Regular Assessment.

21. Architectural Control.

21.1 Architectural Review. The following provisions shall govern the architectural review process for such portion of the Property:

21.1.1 Declarant Review.

21.1.1.1. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Property acknowledges that, as the developer of the Property and as an Owner of significant portions of the Property as well as other real estate within the vicinity of the Property, Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell and/or lease its property. Therefore, each Owner agrees that no Improvements and Alterations shall be commenced on such Owner's Lot or Parcel unless and until Declarant has given its prior written approval for such Improvements and Alterations, which approval may be granted or withheld in Declarant's discretion. In reviewing and acting upon any request for approval, Declarant shall be acting in its own interest and shall owe no duty to any other Person.

21.1.1.2 Declarant may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, Declarant may retain architects, engineers or other professionals to assist in the review of any application and Declarant may charge any fees incurred for such assistance to the applicant.

21.1.1.3 The rights reserved to Declarant under this Article shall continue until the Community Completion Date, unless earlier terminated in a written instrument executed by Declarant and Recorded.

**21.1.2 Architectural Review Committee.**

21.1.2.1 Declarant may, from time-to-time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to an architectural review committee appointed by the Association's Board (the "ARC"), subject to: (i) the right of Declarant to revoke such delegation (in whole or in part) at any time and reassume jurisdiction over some or all of the matters previously delegated; and (ii) the right of Declarant to veto any decision of the ARC which Declarant determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by Declarant. Unless and until such time as Declarant delegates all or a portion of its reserved rights, the Association shall have no jurisdiction over architectural matters, and, upon any such delegation, the ARC shall accept and exercise the jurisdiction so delegated in accordance with this Article.

21.1.2.2 Upon expiration or termination of Declarant's rights under this Article, the Association shall assume jurisdiction over architectural matters hereunder and the Association, acting through the ARC, shall be entitled to exercise all powers previously reserved to Declarant under this Article; provided, however, that in exercising the discretion previously reserved to Declarant, the Association and the ARC shall act in the interest of the Association membership.

21.1.2.3 The ARC, if and when appointed, shall consist of three (3) or five (5) persons who shall serve and may be removed and replaced in the Board's discretion. A majority of the members of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In lieu of a meeting, the ARC may act in writing. The ARC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. The members of the ARC (and any subcommittees) need not be Members of the Association or Representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time-to-time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ARC may, with prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant.

**21.1.3 Design Guidelines.**

21.1.3.1 Declarant, or, to the extent that the ARC has jurisdiction hereunder, the ARC, subject to the review and approval of the Board in the case of the ARC (the entity having jurisdiction at any particular time (including any committee or subcommittee thereof) is referred to in this Article as the "**Reviewing Entity**"), may, but shall not be required to, establish design and construction guidelines and review procedures (the "**Design Guidelines**") to provide guidance to Owners regarding matters of particular concern to the Reviewing Entity in considering applications for architectural approval. The Design Guidelines shall not be the exclusive basis for decisions hereunder and compliance with the Design Guidelines shall not guaranty approval of an application. Any such Design Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one (1) portion of the Property to another depending upon the location, type of construction, use and/or unique characteristics of the property.

21.1.3.2 Any Design Guidelines adopted pursuant to this Section 21.3.1, or otherwise promulgated by Declarant, shall be subject to amendment from time-to-time in the discretion of the entity adopting or promulgating them. There shall be no limitation on the scope of amendments to the Design Guidelines. Amendments may remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part. Notwithstanding the foregoing, until the Community Completion Date, any

amendment of the Design Guidelines shall require Declarant's prior written approval, which may be withheld in Declarant's discretion. Amendments to the Design Guidelines shall not apply so as to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

21.1.3.3 The Reviewing Entity shall make copies of the Design Guidelines, if any, available to Owners who seek to make Improvements and Alterations within the Property, and may charge a reasonable fee to cover printing costs.

#### 21.1.4 Procedures.

21.1.4.1 Prior to commencing any Improvements and Alterations, an application for approval of such Improvements and Alterations shall be submitted to the Reviewing Entity in such form as may be required by the Reviewing Entity or the Design Guidelines, together with the required application(s) and such application/review fees as may be established by the Reviewing Entity from time to time. The application shall include, among other items required by the Reviewing Entity, plans and specifications showing the nature, kind, shape, layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation and other features of the proposed Improvements and Alterations, as applicable. The Reviewing Entity may require the submission of such additional information as it deems necessary to consider any application. If the information submitted to the Reviewing Entity is, in the Reviewing Entity's opinion, incomplete or insufficient in any manner, the Reviewing Entity may request and require the submission of additional or supplemental information and the resubmittal of the application along with any additional review fees as may be established by the Reviewing Entity from time to time. The Owner shall, within fifteen (15) days thereafter, comply with the request.

21.1.4.2 In order for the Reviewing Entity to approve any Improvements and Alterations, the Owner must deliver to the Reviewing Entity, in addition to all other required deliverables, a letter or other evidence from a professional irrigation company or licensed landscape engineer (as determined by the Reviewing Entity) stating that neither the Surface Water Management System nor the Irrigation System will be negatively impacted or affected by the Improvements and Alterations. Before an Owner commences the installation and/or construction of any Improvements and Alterations, the Irrigation System that will be within the affected portion of the Lot or Parcel must be re-routed, if necessary, by a Designated Landscape Vendor. Should an Owner install any Improvements and Alterations without providing the necessary letter or other evidence from a professional irrigation company or licensed landscape engineer in advance as required herein, then the Association may, but shall not be required to, in addition to and not in limitation of its other rights and remedies, conduct the necessary inspection and repair and/or restore any damage to the Surface Water Management System and/or the Irrigation System and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and the Governing Documents.

21.1.4.3 The Reviewing Entity may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, if any, and architectural merit. The Reviewing Entity may impose standards which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Notwithstanding the foregoing, until the Community Completion Date, any additional standards and/or modification of existing standards shall require Declarant's prior written approval, which may be withheld in Declarant's discretion. Decisions of the Reviewing Entity may be based on purely aesthetic considerations. Each Owner acknowledges that determination as to such matters is purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

21.1.4.4 The Reviewing Entity shall, within thirty (30) days after receipt of each complete submission of the plans and specifications, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of: (i) the approval of plans; or (ii) the disapproval of such plans, specifying the segments or features of the plans which are objectionable and suggestions, if any, for the curing of such objections. If the information submitted to the Reviewing Entity is, in the Reviewing Entity's opinion, incomplete or insufficient in any manner, the Reviewing Entity may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request and the

thirty (30) day review period shall begin once the Reviewing Entity receives the additional or supplemental information. If the Reviewing Entity fails to advise the submitting party by written notice within the time set forth above or either the approval or disapproval of the plans, the applicant may give the Reviewing Entity (and Declarant if Declarant is not the Reviewing Entity and the Community Completion Date has not yet occurred) written notice of such failure to respond, stating that unless the Reviewing Entity responds within ten (10) days of receipt of such notice, approval shall be deemed granted. Upon such further failure, approval shall be deemed to have been given, subject to the right of Declarant to veto approvals by the ARC as set forth in this Article. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the provisions of this Declaration or the Design Guidelines, if any, unless a variance has been granted in writing pursuant to Section 21.5. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

21.1.4.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ARC, unless the applicant waives this time requirement in writing. The ARC shall make a final written decision no later than forty-five (45) days after such meeting. Upon final disapproval by the ARC, or if the ARC fails to provide its written decision within said forty-five (45) day period, even if the members of the Board and the ARC are the same, the applicant may appeal the decision of the ARC to the Board within thirty (30) days after: (i) receipt of the ARC's written disapproval; or (ii) the expiration of the forty-five (45) day review period, if the ARC fails to provide its written decision within said forty-five (45) day period. The applicant shall notify Declarant of such appeal if the Community Completion Date has not yet occurred. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. If the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal Representatives, successors and assigns.

21.1.4.6 Within three (3) business days after the ARC has approved any application relating to proposed Improvements and Alterations within the scope of matters delegated to the ARC by Declarant, the ARC shall give written notice to Declarant of such action, together with such other information as Declarant may require. Declarant shall have ten (10) days after receipt of such notice to veto any such action, in its discretion, by written notice to the ARC and the applicant.

21.1.4.7 If construction does not commence on any Improvements and Alterations for which approval has been granted within twelve (12) months after such approval or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner, as determined in discretion of the Reviewing Entity, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans for reconsideration in accordance with such this Declaration and the Design Guidelines as are then in effect prior to commencing such Improvements and Alterations. All Improvements and Alterations shall be completed within two (2) years of commencement thereof or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner, as determined in the discretion of the Reviewing Entity.

21.1.4.8 Any and all modifications to the Improvements and Alterations and/or to any plans and specifications previously approved by the Reviewing Entity shall be subject to the approval of the Reviewing Entity in the same manner as required for original approval.

## 21.2 No Waiver of Future Approvals.

21.2.1 Each Owner acknowledges that the persons reviewing applications under this Article will change from time-to-time and that decisions regarding aesthetic matters and interpretation and application of the Design Guidelines, if any, may vary accordingly. In addition, each Owner acknowledges that it may not always be

possible to identify objectionable features of proposed Improvements and Alterations until the Improvements and Alterations are completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewing Entity may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any Improvements and Alterations done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters whatever subsequently or additionally submitted for approval.

21.3 Variances. The Reviewing Entity may, but shall not be required to, authorize variances from compliance with any of the provisions of this Declaration and/or the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants such variance, as it may determine in its sole discretion. Such variances shall be granted only when, in the discretion of the Reviewing Entity, unique circumstances exist, and no Owner shall have any right to demand or obtain a variance. No variance shall: (i) be effective unless in writing; and/or (b) nullify or otherwise affect the right of the Reviewing Entity to require strict compliance with the requirements set forth herein or in the Design Guidelines on any other occasion or for any other Owner.

21.4 Construction Activities. The following provisions, in addition to any other requirements adopted by the Reviewing Entity, govern construction activities by Owners after consent of the Reviewing Entity has been obtained:

21.4.1 Each Owner shall deliver to the Reviewing Entity, if requested, copies of all construction and building permits as and when received by the Owner, as applicable. Each construction site shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. All Common Areas and any portions of the Surface Water Management System shall be kept clear of construction vehicles, construction materials and debris at all times. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas and/or other Lots or Parcels or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and/or used, including, without limitation, gasoline and petroleum products, except in compliance with all Laws, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Design Guidelines. If an Owner (and/or any of its Contractors) shall fail to comply in any regard with the requirements of this Section 21.6, the Reviewing Entity may, in addition to its other rights and remedies, require that such Owner post security with the Association in such form and such amount deemed appropriate by the Reviewing Entity in its discretion.

21.4.2 Each Owner shall deliver to the Reviewing Entity, if requested, a list (name, address, telephone number and identity of contact person), of all Contractors and changes to the list as they occur relating to construction. The Reviewing Entity shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to Persons whose names are not registered with the Reviewing Entity or its designee.

21.4.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Design Guidelines by all of its Contractors. In the event of any violation of any such terms or conditions by any Owner or Contractor, or, in the opinion of the Reviewing Entity, the continued refusal of any Owner and/or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the Reviewing Entity shall have, in addition to the other rights and remedies, the right to prohibit the violating Contractor from performing any further services in the Community.

21.4.4 The Reviewing Entity may, from time-to-time, adopt standards governing the performance and/or conduct of Contractors within the Community. Each Owner and Contractor shall comply with such standards. The Reviewing Entity may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each Owner shall include the same therein.

21.5 Enforcement.

21.5.1 There is specifically reserved to the Reviewing Entity, the right of entry and inspection

upon any portion of the Community at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration, the Design Guidelines and/or any of the other Governing Documents. Any inspection is performed for the sole benefit of the Association and neither Declarant, the Association, the Board, the ARC nor any Representative of any of the foregoing shall bear any responsibility for the performance or failure to perform any inspection.

21.5.2 Any Improvements and Alterations performed in violation of this Article or in a manner inconsistent with the approved plans therefor shall be deemed to be nonconforming. Upon written request from Declarant, the Association, the Board or the ARC, the applicable Owners and shall, at their own cost and expense, remove any nonconforming Improvements and Alterations and restore the Home, Lot and/or Parcel to substantially the same condition as existed prior to the nonconforming Improvements and Alterations. Should the Owner fail to take such corrective action as specified in the notice of violation within thirty (30) days after the date of the notice, Declarant, the Board, and/or their respective Designees, in addition to their other enforcement rights, shall have the right to enter the Home, Lot and/or Parcel, remove the violation and restore the Home, Lot and/or Parcel to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section 21.7 including, without limitation, all Attorneys' Fees and an administrative fee equal to twenty percent (20%) of all costs incurred in performing the work. The Association may assess any costs incurred in taking enforcement action under this Section 21.7, together with interest at the maximum rate then allowed by Law, against the benefited Lot as an Individual Assessment.

21.5.3 Declarant and the Association, acting separately or jointly, may preclude any Contractor and/or Designee of an Owner who fails to comply with the terms and provisions of this Article from continuing and/or performing any further activities in the Property, subject to the notice and hearing procedures contained in this Declaration. Neither Declarant, the Association, nor their respective Representatives, shall be held liable to any person or entity for exercising the rights granted by this paragraph.

21.5.4 In addition to all other remedies contained or otherwise available at Law and/or in equity: (i) the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Reviewing Entities under this Article; and (ii) if an Owner fails to comply with the provisions contained in this Article 21, the Design Guidelines, or any other applicable rules and regulations, the Association or Declarant may, in addition to all other remedies contained herein, Record a Certificate of Non-Compliance against the Lot or Parcel stating that the Improvements and Alterations on the Lot or Parcel fail to meet the requirements of this Declaration and that the Lot or Parcel is subject to further enforcement remedies.

21.5.5 After the Association has assumed some or all rights of architectural review pursuant to this Article 21, if the Association fails to take enforcement action within thirty (30) days after receipt of a written demand from Declarant identifying the violator and specifying the nature of the violation, then the Association shall reimburse Declarant for all costs reasonably incurred by Declarant in taking enforcement action with respect to such violators, if Declarant prevails in such action.

21.6 **Builders.** A Builder may submit to the Reviewing Entity its proposed package for the model(s) which the Builder proposes to construct within the Community, including, without limitation, floor plans, elevations, landscaping and irrigation package and such other items as the Reviewing Entity may require. The Reviewing Entity shall review the completed model package in accordance with the requirements of Section 21.3.2 hereof. Upon approval of a complete model package, the Builder may construct the approved model package on any Lot owned by such Builder within the Property following five (5) days' written notice to the Reviewing Entity of Builder's intent to begin such construction. No approval of a model package may be withdrawn by the Reviewing Entity except upon thirty (30) days prior written notice, and any such model which a Builder has commenced construction of, or is bound by contract to construct prior to the expiration of the said thirty (30) days, shall be deemed an approved.

21.7 **Limitation of Liability.** The standards and procedures established by this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Property but shall not create any duty on any person charged with review and/or inspection of the same. Neither Declarant, the Association, the

Board, the ARC nor any Representatives and/or Designees of any of the foregoing shall bear any responsibility for ensuring structural integrity or soundness, or compliance with building codes and/or other governmental requirements, or ensuring that structures on Lots or Parcels are located so as to avoid impairing views from or of or other negative impact on neighboring Lots. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction over the Community. No representation, warranty and/or guaranty is made that all structures and improvements constructed within the Property are or will be of comparable quality, value, size or design. Neither Declarant, the Association, the Board, the ARC nor any Representatives of any of the foregoing shall be held liable for soil conditions, drainage problems or other general site work, nor for defects in any plans or specifications submitted, nor for any structural or other defects in work done according to approved plans, nor for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lots and/or Parcels. Neither Declarant, the Association, the Board, the ARC nor any Representatives and/or Designees of any of the foregoing, shall be liable for any cost or damages incurred by any Owner or any other Person whatsoever, due to any mistakes in judgment, negligence, action and/or omission in connection with the approval or disapproval of plans and specifications and/or the issuance of a Certificate of Non-Compliance. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot or Parcel, that it shall not bring any action or suit against Declarant, the Association, the Board, the ARC or any Representatives and/or Designees of any of the foregoing, in order to recover any damages caused by their mistakes in judgment, negligence, action and/or omission in connection with the approval or disapproval of plans and specifications and/or the issuance of a Certificate of Non-Compliance in connection with the provisions of this Article 21. The Association does hereby Indemnify the Indemnified Parties from all Claims and Losses of any nature resulting from and/or relating to their mistakes in judgment, negligence, action and/or omission.

22. **Enforcement.** In the event of a violation by any Owner and/or any such Owner's Invitees, other than the non-payment of any Assessment or other monies, of any of the provisions of this Declaration or any of the other Governing Documents, Declarant and/or the Association shall notify the Owner of the violation, by written notice, and if such violation is not cured as soon as practicable and in any event within thirty (30) days after such written notice, the party entitled to enforce same may, at its option exercise any or all of the following in addition to its other rights and remedies:

22.1 **Right to Cure.** Should any Owner and/or any such Owner's Invitees do any of the following:

22.1.1 Fail to perform any of its responsibilities as set forth herein and/or otherwise breach the provisions of this Declaration (including, without limitation, any provision herein benefiting Water Management District) and/or any of the other Governing Documents;

22.1.2 Cause any damage to any Common Areas;

22.1.3 Impede Declarant and/or the Association from exercising its rights and/or performing its responsibilities under this Declaration or any of the other Governing Documents;

22.1.4 Undertake unauthorized improvements or modifications to a Lot, Parcel and/or the Common Areas; and/or

22.1.5 Impede Declarant from proceeding with and/or completing the development of the Community and/or any other portion of the Project,

then Declarant and/or the Association, as applicable, after reasonable prior written notice, shall have the right, but not the obligation, through its Representatives and/or Designees, to cure the breach, including, without limitation, entering upon the Home, Lot and/or Parcel and causing the default to be remedied (including, without limitation, causing the Required Repairs and/or maintenance to be performed, removing unauthorized Improvements and Alterations, and/or removing impediments to Declarant or the Association performing and/or exercising its responsibilities and/or rights).

22.2 **Non-Monetary Defaults.** As to defaults under Article 21 hereof and any other defaults of any of

the provisions of this Declaration, other than the non-payment of any Assessment or other monies, Declarant and/or the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

22.2.1 Commence an action to enforce the performance on the part of the Owner, to enjoin the violation or breach and/or for equitable relief as may be necessary under the circumstances, including, without limitation, injunctive relief;

22.2.2 Commence an action to recover damages; and/or

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

22.3 Expenses. Each Owner shall be responsible for any and all costs incurred by Declarant and/or the Association in enforcing any of its respective rights and/or remedies in connection with a violation and/or breach by an Owner and/or any such Owner's Invitees, and/or in connection with the commencement of any action against any Owner and/or any such Owner's Invitees (provided such proceeding results in a finding that Owner was in violation of this Declaration and/or any of the other Governing Documents). The Board may levy an Individual Assessment against the Owner in the amount sufficient to adequately pay such costs, plus an administrative fee equal to twenty percent (20%) of all costs incurred by the Association, plus Attorney's Fees and such amounts shall be immediately due and payable without further notice. If the Declarant is the Reviewing Entity and incurs any such costs directly, the Owner shall reimburse Declarant, within thirty (30) days after Declarant's demand therefor, for the costs incurred by Declarant, plus an administrative fee equal to twenty percent (20%) of all costs incurred by Declarant, plus Attorneys' Fees.

22.4 Election Not to Enforce; Waiver. Notwithstanding anything to the contrary contained in this Declaration, the Association may, but shall not be obligated to, enforce any right, remedy, privilege, provision, covenant and/or condition of the Governing Documents: (i) which the Board reasonably determines is inconsistent with Law; (ii) if the violation thereof, as reasonably determined by the Board, is so minor and/or unobtrusive as not to be objectionable to a reasonable person; or (iii) in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. The failure to enforce, and/or the election not to enforce, any enforce any right, remedy, privilege, provision, covenant and/or condition in the Governing Documents shall not constitute a waiver of such enforce any right, remedy, privilege, provision, covenant and/or condition and/or of the right to enforce such enforce any right, remedy, privilege, provision, covenant and/or condition in the future or estop the Association from enforcing any other right, remedy, privilege, provision, covenant and/or condition.

22.5 Rights Cumulative. All rights, remedies and privileges granted to Declarant, the Association and/or the ARC pursuant to any provision, covenant and/or condition of this Declaration and/or the other Governing Documents, shall be deemed to be cumulative, and the exercise of any one (1) or more shall neither be deemed to constitute an election of rights, remedies and privileges, nor shall it preclude any of them from pursuing such additional rights, remedies and/or privileges as may be granted or as it might have by law or in equity.

22.6 Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration and the other Governing Documents may be enforced by Declarant and/or, where applicable, by Owners and/or by the Association by any procedure at law and/or in equity against any Person violating or attempting to violate any provision, covenant and/or condition herein, to restrain such violation, to require compliance with the any provisions, covenants and conditions contained herein, to recover damages, and/or to enforce any lien created herein. The expense of any litigation to enforce this Declaration and/or the other Governing Documents 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 and/or any of the other Governing Documents. The Water Management District shall have the right to enforce, by a proceeding at law and/or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of Surface Water Management System.

22.7 Fines and Suspensions. The Association may suspend, for reasonable periods of time, the rights of an Owner and/or any such Owner's Invitees, individually or collectively, to use the Common Areas and may levy

reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes, or any successor or replacement provision thereof, against an Owner and/or any such Owner's Invitees, individually or collectively, for failure to comply with any provision of this Declaration (and/or the other Governing Documents) including, without limitation, those provisions benefiting Water Management District.

22.7.1 A fine or suspension may not be imposed by the Board without notice of at least fourteen (14) days to the person sought to be fined and/or suspended and an opportunity for a hearing before a committee comprised of either (i) at least three (3) persons appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee, or (ii) prior to the creation of governing body referenced in the foregoing item (i), if ever, the ARB (as applicable, the "Compliance Committee"). If the Compliance Committee does not, by a majority, vote approve a fine and/or suspension, the same may not be imposed. The written notice of violation shall be in writing to the Person sought to be fined or suspended and detail the alleged violation(s). Included in the notice shall be the date and time of the hearing of the Compliance Committee. The role of the Compliance Committee is limited to determining whether to confirm or reject the fine and/or suspension levied by the Board. The notice and hearing requirements under this Section 22.7.1 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

22.7.2 The alleged violation(s) shall be presented to the Compliance Committee acting as a tribunal, after which the Compliance Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Compliance Committee from time-to-time. A written decision of the Compliance Committee shall be submitted to the Owner and/or the Owner's Invitees, as applicable, by not later than twenty-one (21) days after the meeting of the Compliance Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The Owner and/or the Owner's Invitees, as applicable, shall have a right to be represented by counsel and to cross-examine witnesses.

22.7.3 The Board may impose fines against the Owner and/or such Owner's Invitees in the amount of \$100.00 (or any greater amount permitted by Section 720.305(2), Florida Statutes, or any successor or replacement provision thereof) per violation against Owner and/or such Owner's Invitees for the failure of the foregoing parties to comply with any provision of the Governing Documents. Each day of non-compliance shall be treated as a separate violation (with a single notice and opportunity for hearing), with a separate fine levied for each day of the continuing violation, and there is no cap on the aggregate amount the Board may fine an Owner and/or such Owner's Invitees. Fines shall be paid not later than five (5) days after notice of the imposition of such fines. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of \$1,000.00 shall constitute a lien against the applicable Lot or Parcel, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

22.7.4 Notwithstanding the foregoing, the Compliance Committee may not suspend the right of any Owner and/or such Owner's Invitees to use those portions of the Common Areas used to provide access or utility services to any Lot or Parcel or impose a suspension which impairs the right of any Owner and/or such Owner's Invitees to have vehicular and pedestrian ingress to and egress from their Lot or Parcel, including, without limitation, the right to park vehicles as permitted in this Declaration. Notwithstanding the foregoing, given the potential for injury or death resulting from the careless use of the Boat Lift or Boat Ramp, the Compliance Committee may restrict the use of the Boat Lift or Boat Ramp by any Owner and/or such Owner's Invitees for a period not to exceed six (6) months per violation, in the event of the failure of an Owner and/or such Owner's Invitees to adhere to the rules and regulations governing the use of the Boat Lift and Boat Ramp, as the same may be amended from time to time.

22.8 Right of the Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Home or on any Lot, and/or in or on any portion of the Community, other than an Owner and the members of such Owner's immediate family permanently residing with such Owner in the Home or the Lot, if such person shall violate any provision of the Governing Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to any Owner and/or Occupant of the Community in the Association's discretion, or shall willfully damage or destroy any of the Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the

Community and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave the Community and, where necessary, to enjoin such person from returning. Any expense incurred by the Association in connection with any such action, including, without limitation, Attorneys' Fees, shall be charged by the Association to the applicable Owner of such Lot as an Individual Assessment.

23. **Additional Rights of Declarant.** In addition to any and all other rights reserved by or granted to Declarant in this Declaration and/or the other Governing Documents, Declarant shall have the following rights, without charge or expense (including, without limitation, use fees and/or rent), up to and including the Community Completion Date:

23.1 **Modification.** The development, construction and marketing of the Community will continue as deemed appropriate in Declarant's discretion, and nothing in this Declaration, the other Governing Documents, or otherwise, shall be construed to limit or restrict such development, construction and/or marketing. It may be necessary and/or convenient for the development of the Community to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants and/or rights-of-way and/or to take such other actions which Declarant, its Representatives and/or its Designees may determine, in their discretion, necessary and/or appropriate. The Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and/or instruments which Declarant determine, in its discretion, to be necessary and/or convenient to accomplish the same.

23.2 **Franchises or Concessions.** Declarant may grant franchises and/or concessions to commercial concerns on all or part of the Common Areas (including the right to operate facilities of the Association on the Common Areas, e.g. restaurants, boat rental concessions, etc.). If, and for so long as, Declarant assumes the Association's obligation to pay all costs and expenses associated with the maintenance, operation and repair of the facilities subject to such franchise and/or concession, Declarant shall be entitled to all income derived therefrom.

23.3 **Other Marketing Rights.** Declarant, its Representatives and its Designees shall have the right to market the Community, Homes, Lots and Parcels in advertisements and other media by making reference to the Community, including, but not limited to, pictures and/or drawings of the Community, the Common Areas, and Homes, Lots and Parcels in the Community. All logos, trademarks, and designs used in connection with the Community are the property of Declarant, or the owner of such logos, trademarks or designs, and the Association shall have no right to use the same after the Community Completion Date, except with the express written permission of such owner.

23.4 **Management.** Declarant may manage the Association and/or Common Areas by contract with the Association. Each Owner acknowledges that Declarant may receive lump sum or monthly compensation from the Association if Declarant elects to manage the Association and/or Common Areas. Such compensation may be paid on a per Home, Lot and or Parcel basis or any other basis (including, without limitation, bonuses and/or special fee arrangements for meeting financial or other goals). All such compensation shall be the sole property of Declarant, and Declarant shall have no duty to account for or disclose the amount of such compensation.

23.5 **Easements.** Until the Community Completion Date, Declarant reserves the right to grant, in its discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, and/or other purposes over, under, upon and across the Community to itself or to others, so long as any such easements do not materially and adversely interfere with the intended use of Homes, Lots and/or Parcels previously conveyed to Owners. Without limiting the foregoing, Declarant may relocate any easement affecting Lots and/or Parcels, and/or grant new easements over Lots and/or Parcels, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Homes, Lots and/or Parcels as a residence (or residences, and Common Areas in the case of a Parcel). For example, Declarant may grant an easement for irrigation, drainage lines, water, natural gas lines, electrical lines and other utility lines over any portion of Lots and/or Parcels so long as such easement is outside the footprint of the foundation of any structure constructed or to be constructed on such Lots and/or Parcels and would not interfere with any swimming pool such resident may wish to have constructed on the rear of their Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or

similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) promptly upon request join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Turnover Date without the prior written consent of Declarant in its discretion.

23.6 Execution of Documents. Declarant's plan of development for the Community may necessitate, from time-to-time, the execution of certain documents as required by governmental authorities. To the extent that such documents require the joinder of Owners other than Declarant, Declarant, by its duly authorized Representatives may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents and/or other documents required by any governmental agencies in connection with the CDD); and the Owners irrevocably nominate, constitute and appoint Declarant, through its duly authorized Representatives as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section.

23.7 Declarant's Right to Refund. Unless otherwise provided herein, the Association agrees that any taxes, fees and/or other charges paid by Declarant to any governmental or quasi-governmental authority, utility company and/or any other entity which at a later date are refunded in whole or in part to the Association, shall be returned to Declarant.

23.8 Assignment of Powers. Any and all of the rights, exemptions, powers, reservations and/or obligations of Declarant set forth in the Governing Documents may be transferred, conveyed and/or assigned, in whole or in part, to other Persons. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly Recorded. The foregoing shall not preclude Declarant from permitting other Persons to exercise, on a one (1) time or limited basis, any such rights, exemptions, powers and/or reservations where Declarant does not intend to transfer the same in their entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

23.9 Letters of Credit. During the development of the Community, Declarant may be required to obtain letters of credit in connection with or as security for matters relating to the Association including, without limitation, infrastructure, utilities, and the Association's maintenance obligations with respect to roadways, sidewalks and/or the Surface Water Management System (if the Association contracts to maintain same on the CDD's behalf). From and after the Turnover Date, the Association agrees that it shall Indemnify the Declarant Indemnified Parties for any amounts drawn or due from any such letters of credit which result from the Association's failure to act in accordance with the terms of this Declaration and/or any Law. Further, the Association agrees that, immediately following the Turnover Date, the Association shall take all measures necessary and/or appropriate to reimburse Declarant for all amounts expended in connection with the letters of credit, remove Declarant from the letters of credit, and add the Association as the responsible party under the letters of credit or provide substitute letters of credit.

23.10 Paramount Rights of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to: (i) dedicate, transfer and/or convey (by absolute conveyance, easement and/or otherwise) portions of the Community for various public purposes and/or for the provision of utilities and/or to make any portions of Community part of the Common Areas; and/or (ii) create and implement a special taxing district which may include all or any portion of the Community

23.11 Composition of Board. Except as may be limited by Florida law and except as to the Board Member which is to be elected by the Class A Members pursuant to the Bylaws, Declarant reserves the right to change, from time-to-time prior to the Turnover Date, the composition of the Board. Without limiting the foregoing, Declarant may change the number of Board members, the effect of a vote by a Board member and/or how a Board member is elected or appointed prior to and including Turnover Date.

24. Community-Wide Services. The Association shall have the right, but not the obligation, on behalf of all Owners, to contract for services, including, without limitation, landscape maintenance, pest control, cable, satellite television, internet and/or other data services, telephone and/or other communication services, natural gas and/or

other utilities and/or other services, if the Board determines that such contract is in the best interest of the Owners, and to include the costs of such items as a Common Expense in the annual Assessments payable by Owners. Nothing in this Article 24 shall be construed as a representation, warranty and/or guaranty by Declarant or the Association as to what, if any, services shall be provided. Non-use of services provided to Owners shall not exempt any Owner from the obligation to pay Assessments therefor. Each Owner understands that the costs for any services may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners' association. Each Owner acknowledges that Declarant may receive lump sum or monthly compensation from any provider in connection with the supply of its services to the Community. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Declarant, who shall have no duty to account for or disclose the amount of such compensation and/or to remit any such sums to the Association.

**25. Selling, Leasing and Mortgaging of Homes, Lots and Parcels.** Any and all leases, sales, conveyances and other transfers of title to and/or possession of a Homes, Lots and Parcels, or any interest therein, are subject to the following provisions (in addition to all other provisions in this Declaration regarding the sale, leasing, mortgaging and use of Homes, Lots and/or Parcels) so long as the Association exists, which provisions each Owner covenants to observe. Any leases, sales, conveyances and other transfers of title to and/or possession which do not comply with this Article 25 and/or Article 15 shall, to the fullest extent provided by Law, be void ab initio unless subsequently approved by the Association.:

**25.1 Sale.** No Owner may convey and/or otherwise transfer title to a Home, Lot and Parcel and/or otherwise dispose of a Home, Lot and/or Parcel, or any interest therein, including, without limitation, by sale or gift, until such Owner is current in payment of all Assessments (any and all other amounts) due to Association under the terms of this Declaration. If any Owner has entered into a contract to convey and/or transfer its Home, Lot and/or Parcel, or an interest therein, or desires to otherwise convey and/or transfer title to its Home, Lot and/or Parcel, or an interest therein, such Owner shall give the Board (or its designee) at least fourteen (14) days prior written notice (from the proposed date of such conveyance and/or transfer) of the name and address of the purchaser or transferee, the date of the proposed closing or transfer, and such other information as the Board (or its designee) may reasonably require, such notice to be pursuant to a form approved by the Association from time-to-time. The transferor shall remain jointly and severally liable with the transferee for all obligations of Owner and the Home, Lot and/or Parcel pursuant to this Declaration including, without limitation, payment of all Assessments, accruing prior to the date of transfer. Until written notice is received as provided in this Section 25.1 and all prior Assessments have been paid in full, the transferor and transferee shall be jointly and severally liable for obligations of Owner and the Home, Lot and/or Parcel pursuant to this Declaration including, without limitation, payment of all Assessments accruing subsequent to the date of transfer.

**25.2 Leases.**

**25.2.1 General.** No Owner may lease or otherwise transfer possession of a Home, Lot and/or Parcel, or any interest therein for any period of time until such Owner is current in payment of all Assessments (any and all other amounts) due to Association under the terms of this Declaration. Any and all Leases shall be subject to, and no Lease shall be entered into, unless and until the following are satisfied:

**25.2.1.1** The Owner has obtained all required permits relating to leasing property from all applicable governmental authorities

**25.2.1.2** All Leases shall be in writing and a copy of all Leases shall be provided to the Association (or its designee) within ten (10) days after the execution thereof. If any Owner has entered into a Lease, such Owner shall give the Board (or its designee) notice within ten (10) days after the execution thereof of the name of the Lessee (and any and all other occupants), the period during which the Lessee (and any and all other occupants) will Occupy the Home and such other information as the Board (or its designee) may reasonably require, such notice to be pursuant to a form approved by the Association from time-to-time.

**25.2.1.3** All Leases shall provide that the Lessee and all Occupants shall be bound by and comply with the terms of the Governing Documents, since specific requirements for Lessees and Occupants are set forth in this Declaration. Owners shall provide their Lessees and other Occupants with copies of all Governing

Documents at such Owner's cost and expense prior to execution of a Lease. Failure to include such a provision in the Lease and/or to provide copies of the Governing Documents shall not relieve any Person of responsibility for complying with the Governing Documents.

25.2.1.4 All Leases shall include (or, if not included, shall be automatically deemed to include by this reference) that the Association shall have the unilateral right, but not the obligation) to terminate the Lease upon default by the Lessee and/or any other Invitee in observing any of the provisions of the Governing Documents and/or any other applicable provisions of any agreement, document or instrument governing the Community and/or administered by the Association.

25.2.1.5 Homes may be leased, licensed and/or occupied only in their entirety and no single rooms and/or fraction or portion of any Home may be leased, licensed or occupied. No boarding house, "Bed and Breakfast" establishment and/or similar accommodation for transient tenants, half-way house, dormitory, fraternity or sorority house and/or other such use may be operated within a Home. No Home or portion thereof may provide living or sleeping accommodations on a transitory, overnight or short-term basis, including, without limitation, of the nature offered through services like Airbnb, Home Exchange Services, VRBO (Vacation Rentals by Owner), FlipKey, HomeAway, and Roomorama, and advertising a Home or portion thereof on any website that offers such services shall be deemed to be and treated as a violation of this Declaration. Notwithstanding the foregoing, Owners and Lessees may share Homes with roommates (who may or may not pay rent) without violating the foregoing provisions so long as such use is not merely an attempt to circumvent the restrictions of the preceding sentences. Operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Home rotates among participants in the program on a fixed or floating time schedule over a period of years are prohibited. The foregoing provisions of this Subsection 25.2.1.7 shall not be applicable to Declarant or its Designees with respect to Homes, Lots and/or Parcels which they own.

25.2.1.6 No Home may be subject to more than two (2) Leases in any twelve (12) month period, regardless of the term of the Lease. No Lease shall have a term of less than six (6) months or be for a term that purports to be for longer than six (6) months, but which grants the Lessee and/or Owner a right of early termination prior to the expiration of the sixth month of the Lease term. No subleasing or assignment of Lease rights by a Lessee is permitted. Notwithstanding the foregoing, if any PCCRO provides for a shorter or longer minimum lease term, then the provisions of such PCCRO with regard to such lease term shall prevail over the foregoing provision. All Lease Agreements shall require the Home to be used solely as a private residence for a Single Family.

25.2.1.7 Each leased Home shall only be occupied by Lessees and Lessee's Immediate Family Members, overnight guests and professional caregivers as a residence and for no other purpose.

25.2.1.8 Each Lease shall include (or, if not included, shall be automatically deemed to include by this reference) a collateral assignment of rents and leases in favor of the Association, which collateral assignment of rents and leases shall provide that if the Owner is past due in the payment of his Assessments and/or if any Lessee and/or other Invitee refuses or fails to abide by and/or adhere to this Declaration, the other Governing Documents and/or any other policies adopted by Association, the Association shall have the right, power and authority (but not the obligation) to take actions including, without limitation: (i) collecting rents and other amounts due or that become due directly from such Owner's Lessees; or (ii) pursuing any and all remedies available at law and/or in equity against such Owner, Lessees and/or other Invitees, including, without limitation, actions for eviction. Each Owner, by entering into a Lease, hereby grants to the Association the foregoing rights, powers and authority (with the understanding that the Association has no obligation to exercise any thereof) and acknowledges and agrees that any and all expenses incurred by the Association, including, without limitation, an administrative fee of twenty percent (20%) and Attorneys' Fees, shall be assessed against the Owner as an Individual Assessment and shall be immediately due and payable without further notice.

25.2.2 Lease Review Fee. The Board may adopt a reasonable lease review fee from time-to-time.

25.2.3 Damages and Eviction.

25.2.3.1 Each Owner shall be jointly and severally liable with its Lessees and other Invitees to Declarant and the Association for all costs incurred by the Association for the repair and/or replacement of any damage to the Community (including, without limitation, the Common Areas). The Board may levy an Individual Assessment against the Owner in the amount sufficient to adequately pay such costs, plus an administrative fee equal to twenty percent (20%) of all costs incurred by the Association, plus Attorney's Fees and such amounts shall be immediately due and payable without further notice. The Owner shall reimburse to Declarant, within thirty (30) days after Declarant's demand therefor, in the amount sufficient to adequately pay such costs, plus an administrative fee equal to twenty percent (20%) of all costs incurred by Declarant, plus Attorneys' Fees. Additionally, the Association has the authority, but not the obligation, to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by the Association (or its designee). The security deposit shall protect against damages to the Common Areas. A security deposit held under this Section 25.2.3.1 shall be governed by Chapter 83, Florida Statutes, as amended from time-to-time.

25.2.3.2 An Owner shall promptly remove, at the Owner's expense, by legal means, including, without limitation, eviction, any Lessee and/or Occupant who refuses or fails to abide by and/or adhere to this Declaration, the other Governing Documents and/or any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 25.2.3.2, the Association shall have the right, but not the obligation, to evict such Tenant and the costs of the same shall be the responsibility of Owner and shall be recovered by the Association as an Individual Assessment against that Owner secured by a lien upon the property against which such Assessment is made in accordance with this Declaration, including, without limitation, Attorneys' Fees.

26. **Dissolution of the Association.**

26.1 **General.** Upon dissolution of the Association, without reinstatement within thirty (30) days of such dissolution, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. If the Association is so dissolved, other than incident to a merger or consolidation, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to the Water Management District or an appropriate agency of local government, provided that, if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation. If the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System in accordance with the requirements of the District Permit, unless and until an alternate entity assumes responsibility.

26.2 **Applicability of Declaration after Dissolution.** Upon dissolution of the Association, the Community, including, without limitation, and each Home, Lot and Parcel therein, shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions regarding Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors and/or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors and/or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section 26.2 shall only apply with regard to the maintenance, operation and preservation of those portions of the Community which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

27. **General Provisions and Additional Disclosures and Disclaimers.**

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

27.2 **Interpretation.** The Board shall be responsible for interpreting the provisions hereof, including, without limitation, the exhibits attached hereto. Such interpretation shall be binding upon all parties unless unreasonable. An opinion of counsel, engaged by the Association upon the request of sixty-seven percent (67%) of the Voting Interests, or by the Board, that any interpretation adopted by the Association is not unreasonable, shall

conclusively establish the validity of such interpretation.

27.3 Exhibits. **Exhibits "A" and "E"** attached to this Declaration are incorporated herein and made a part hereof by this reference and amendment of such exhibits shall be governed by Article 5. **Exhibit "D"** is incorporated by this reference and may be amended under Section 15.1 or pursuant to Article 5. All other exhibits are attached for informational purposes and may be amended as provided in those exhibits or as permitted by law.

27.4 Severability. This Declaration and the other Governing Documents are intended to comply with all applicable Laws. If any provision(s) of this Declaration and/or any of the other Governing Documents are determined to be unconstitutional, unenforceable, void, invalid or inoperative ("invalidated") by judgment, court order or Law, such provision(s) shall be deemed automatically, without the necessity of further action, amended to conform to the requirements for validity as declared at such time, and, as so amended, shall be deemed a provision of this Declaration (and/or the other Governing Documents) as though originally included herein (or therein). If the provision invalidated is of such a nature that it cannot be adjusted, such provision shall be stricken from and construed for all purposes not to constitute a part of this Declaration (and/or the other Governing Documents) as though that provision had never been entered into, and the remaining provisions of this Declaration (and the other Governing Documents) shall remain in full force and effect.

27.5 Notices. Unless otherwise provided in this Declaration, each notice or communication given under this Declaration is required to be in writing and shall be deemed delivered and received if either: (i) personally delivered; (ii) delivered by reliable overnight air courier service; or (iii) deposited with the United States Postal Service or any official successor thereto, first-class or higher priority, postage prepaid, return receipt requested optional, and delivered or addressed at the address of such party as set forth below (or at such other address as may have been designated by the party by written notice hereunder). If agreed to in writing by a Member, notices may also be provided by email, return receipt requested). Rejection or other refusal by the addressee to accept the notice, and/or inability to deliver the notice because of a change of address of the party of which no notice was received by the sender, shall be deemed to be the receipt of the notice on the third day following the date postmarked by the United States Postal Service or on the second day following the date accepted by the courier service.

If to Declarant:                      Hanover Lakes, LLC  
605 Commonwealth Avenue  
Orlando, Florida 32803  
Attention: President

With a copy to:                      Hanover Lakes, LLC  
605 Commonwealth Avenue  
Orlando, Florida 32803  
Attention: General Counsel

If to Association:                      Hanover Lakes Residential Owners Association, Inc.  
c/o its Registered Agent at the address shown in the records of the Florida  
Department of State, Division of Corporations, or its successor

If to an Owner:                      At the address of such Owner's Lot or Parcel or such other address as may be  
provided by the Owner in writing to the Association in accordance with this  
Section 27.5

Copies of Notices to Declarant and the Association shall also be provided to any management company that may be retained from time to time to manage the Association.

27.6 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT: (1) DECLARANT, BUILDERS AND THEIR RESPECTIVE REPRESENTATIVES AND/OR ITS DESIGNEES; AND/OR (2) OTHER PERSONS WILL BE CONDUCTING DEVELOPMENT AND/OR CONSTRUCTION ACTIVITIES, INCLUDING, WITHOUT LIMITATION, EXCAVATION, COMPACTION, CONSTRUCTION AND OTHER ACTIVITIES, WITHIN OR IN PROXIMITY TO THE COMMUNITY, WHICH MAY CAUSE NOISE, LIGHTS, DUST AND/OR OTHER DISTURBANCE.

ALL OWNERS, OCCUPANTS AND USERS AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE: (A) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS AND/OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (B) NOT TO ENTER IN AND/OR UPON, OR ALLOW THEIR IMMEDIATE FAMILIES AND/OR DESIGNEES TO ENTER IN AND/OR UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY AREAS WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE ANY DEVELOPMENT AND/OR CONSTRUCTION ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS DURING NON-WORKING HOURS), (C) NEITHER DECLARANT, BUILDERS OR THEIR RESPECTIVE REPRESENTATIVES OR DESIGNEES; AND/OR ANY OTHER PERSONS CONDUCTING OR OTHERWISE RESPONSIBLE FOR DEVELOPMENT AND/OR CONSTRUCTION ACTIVITIES, SHALL BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM AND/OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT THAT EACH SUCH PERSON SHALL BE RESPONSIBLE FOR THOSE ITEMS RESULTING DIRECTLY FROM THEIR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (D) ANY PURCHASE, OCCUPANCY AND/OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

27.7 Title Documents. Each Owner acknowledges that each Lot and Parcel is subject to certain land use and title documents that have been Recorded and/or issued or promulgated by the City and/or County and amendments, modifications, restatements and/or replacements thereto and thereof, including, but not limited to, all applicable zoning and other Laws, Plats and all provisions contained therein, this Declaration, the other Governing Documents, access, utility and telecommunications easements and reservations and grants thereof, and those documents listed in the Owner's title commitment and title insurance policy ("**Title Documents**").

27.7.1 Declarant's plan of development for the Community and/or the Project may necessitate, from time-to-time, the amendment, modification, restatement and/or termination of some or all of the Title Documents. DECLARANT RESERVES THE RIGHT TO UNILATERALLY AMEND, MODIFY, RESTATE AND/OR TERMINATE TITLE DOCUMENTS SUBJECT ONLY TO LAWS SPECIFICALLY PROHIBITING AND/OR LIMITING SUCH RIGHT AND, WITH RESPECT TO AMENDMENTS AND MODIFICATIONS TO, AND/OR THE RESTATEMENT OR TERMINATION OF THIS DECLARATION, SUBJECT TO THE PROCEDURES PROVIDED IN THIS DECLARATION.

27.7.2 It is possible that a governmental authority may require the execution of one (1) or more documents in connection with a supplement, amendment, modification, restatement, and/or termination of the Title Documents. To the extent that such documents require the joinder of the Association and/or Owners other than Declarant, Declarant, by any one (1) of its duly authorized managers and/or officers, may, as the agent and/or the attorney-in-fact for such Owners and/or the Association, execute, acknowledge and deliver any documents required by any such governmental authority; and the Owners and the Association irrevocably nominates, constitutes and appoint Declarants, through any one (1) of its duly authorized managers and/or officers, as their proper and legal attorney-in-fact for such purposes. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section 27.7.2 may recite that it is made pursuant to this Section 27.7.2.

27.7.3. Notwithstanding the foregoing, each Owner, and the Association agrees: (i) to execute or otherwise join in any documents required in connection with any such supplement, amendment, modification, restatement and/or termination of the Title Documents; and (ii) that such Owner and the Association has waived their right to object to and/or comment on the form or substance of any such supplement, amendment, modification, restatement and/or termination of the Title Documents provided the same do not materially or adversely interfere with the intended use of Homes, Lots and/or Parcels previously conveyed to Owners or the Association. Without limiting the foregoing, upon the Community Completion Date, the Association shall assume all of the obligations of Declarant (but not of telecommunications providers, utility providers and other third-parties or of the City, County, CDD or any other governmental or quasi-governmental authority) under the Title Documents, unless otherwise specifically provided in writing by Declarant, by supplement, amendment, modification and/or restatement to this Declaration, or by a separate notice or instrument, Recorded from time-to-time. Notwithstanding anything herein to the contrary, after the Turnover Date, Declarant shall no longer have the unilateral right to make changes to the Governing Documents except as permitted by the Act.

27.8 Payment to Developer on Future Sales. In light of the substantial investment in infrastructure by Hanover Lakes, LLC, a Florida limited liability company, in its capacity as the developer of the Community (herein, the "Developer"), and the significant ongoing expenses associated with maintaining the Community, each Owner, by acceptance of title to their Home, that, in connection with the sale (and re-sale) of each Home in the Community, the seller thereof shall remit to Developer a payment in an amount equal to one and six-tenths percent (1.6%) of the Total Sale Price of such Home (the "Developer Payment"). For purposes hereof, "Total Sale Price" shall mean the total contract sales price for the Home before taking into account any closing costs, credits, or prorations. All amounts set forth herein shall be payable by the seller of such Home to the Developer, and shall be and remain a covenant running with the land. In connection with any sale of a Home, the seller thereof shall direct the settlement agent who closes on the sale of the Home to a third party to deduct the Developer Payment from the proceeds otherwise distributable to the seller thereof, and to pay such funds directly to the Developer. In the event of the settlement agent's failure to do so, the Owner of such Home shall promptly pay the amount due directly to Developer. Developer shall be entitled to review the applicable HUD-1 settlement statement (or the functional equivalent thereof) solely for the purpose of Developer verifying compliance with the obligation to pay the Developer Payment. Payments received more than 10 days after the applicable closing shall be deemed delinquent and shall accrue interest at the rate of 15% per annum from the date due until the date paid. Each Owner, by accepting a deed to their Home, expressly consents to the terms and provisions of this section.

27.9 Use Name of and Logos. No Person shall use the name "Hanover Lakes" and/or any of the other names and/or logos associated with the Project, including, without limitation, the Community) or any portions thereof, and/or any derivative of such names or logos in any marketing, promotional and/or any other materials without the Declarant's prior written approval. However, Owners may use the name Hanover Lakes solely to specify that a particular property is located within the Community.

27.10 Safety and Non-Liability. DECLARANT, BUILDERS AND/OR THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN AND/OR SUPPORT CERTAIN ACTIVITIES WITHIN THE COMMUNITY DESIGNED TO ENHANCE THE SAFETY OF THE COMMUNITY. NEITHER DECLARANT, THE BUILDERS OR THE ASSOCIATION (OR ANY OF THEIR REPRESENTATIVES) SHALL IN ANY WAY BE CONSIDERED INSURERS AND/OR GUARANTORS OF SECURITY AND/OR SAFETY WITHIN THE COMMUNITY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS AND/OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN (AND/OR NOT UNDERTAKEN BY OMISSION). NO REPRESENTATION, WARRANTY AND/OR GUARANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM AND/OR OTHER SECURITY SYSTEMS AND/OR MEASURES CANNOT BE COMPROMISED AND/OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS AND/OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS AND/OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES, AND COVENANTS TO INFORM ITS INVITEES (WHO ARE DEEMED TO HAVE ALSO ACKNOWLEDGED AND AGREED TO THESE PROVISIONS) THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER DECLARANT, BUILDERS, OR THE ASSOCIATION (OR ANY OF THEIR REPRESENTATIVES), ARE INSURERS AND/OR GUARANTORS OF SECURITY, SAFETY, HEALTH OR WELFARE AND THAT EACH PERSON OWNING A HOME, LOT AND/OR PARCEL AND/OR OCCUPYING AND/OR USING THE COMMUNITY ASSUMES ALL RISKS FOR LOSS AND/OR DAMAGE TO PERSONS AND PROPERTY RESULTING FROM, AMONG OTHER THINGS, ACCIDENTS, ACTS OF GOD AND ACTS OF THIRD-PARTIES.

27.10.1 FROM TIME-TO-TIME, DECLARANT AND/OR THE ASSOCIATION MAY ELECT TO INSTALL ALARMS AND/OR ALARM MONITORING DEVICES AND/OR TO CONTRACT WITH THIRD-PARTIES FOR THE INSTALLATION, MAINTENANCE AND/OR MONITORING OF ALARMS IN COMMON AREA IMPROVEMENTS, COMMON AREAS, HOMES AND OTHER IMPROVEMENTS WHERE THE ASSOCIATION HAS AGREED TO ASSUME CERTAIN MAINTENANCE RESPONSIBILITIES. NOTWITHSTANDING THE FOREGOING, NEITHER DECLARANT NOR THE ASSOCIATION (NOR ANY OF THEIR REPRESENTATIVES) SHALL HAVE ANY LIABILITY AND/OR RESPONSIBILITY TO ANY OWNER OR LESSEE (AND/OR THEIR RESPECTIVE INVITEES) IN THE EVENT THAT SUCH PERSON SUSTAINS ANY INJURY, DAMAGE AND/OR LOSS AS A RESULT OF ANY FAILURE OF SUCH ALARM OR ALARM

MONITORING DEVICE AND/OR OF ANY THIRD-PARTIES RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND/OR MONITORING THEREOF, NOR SHALL ANY OWNER OR LESSEE (AND/OR THEIR RESPECTIVE INVITEES HAVE ANY RIGHT TO BRING SEPARATE ACTION AGAINST ANY THIRD-PARTIES RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND/OR MONITORING OF ALARMS FOR ANY FAILURE OF SUCH THIRD-PARTY, AND/OR THE FACILITIES OR SYSTEMS INSTALLED AND MONITORED BY SUCH COMPANY, TO APPROPRIATELY MONITOR AND/OR FUNCTION IN CONNECTION WITH SUCH LOSS. EACH OWNER HEREBY AGREES ON THEIR OWN BEHALF, AND ON BEHALF SUCH OWNER'S INVITEES, TO INDEMNIFY THE INDEMNIFIED PARTIES, AND FURTHER WAIVES AND RELEASES ANY RIGHT TO BRING SUIT OR OTHER ACTION AGAINST DECLARANT, THE ASSOCIATION (AND THEIR REPRESENTATIVES) AND THIRD-PARTIES RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND/OR MONITORING OF ALARMS.

27.10.2 NEITHER DECLARANT NOR THE ASSOCIATION (NOR ANY OF THEIR REPRESENTATIVES) ARE EMPOWERED, NOR HAVE THEY BEEN CREATED, TO ACT AS AGENCIES WHICH ENFORCE AND/ OR ENSURE THE COMPLIANCE WITH LAW OR OTHERWISE PREVENT TORTIOUS ACTIVITIES. NEITHER DECLARANT NOR THE ASSOCIATION (NOR ANY OF THEIR REPRESENTATIVES) SHALL BE LIABLE FOR THE UNLAWFUL AND/OR UNDESIRABLE ACTIONS AND/OR INACTIONS OF OWNERS, INVITEES AND/OR ANY OTHER OCCUPANTS OF AND/OR GUESTS OR INVITEES TO ANY PORTION OF THE NOR SHALL THEY HAVE ANY OBLIGATION TO TAKE ANY AFFIRMATIVE ACTION NOT SPECIFICALLY REQUIRED BY THIS DECLARATION IN ORDER TO STOP, ENJOIN AND/OR PREVENT ANY SUCH ACTIONS.

27.10.3 TO THE EXTENT THAT ANY OF THE PROVISIONS OF THE GOVERNING DOCUMENTS SET FORTH USES OF ASSESSMENTS FOR ITEMS AND/OR SERVICES RELATED TO SAFETY, HEALTH AND/OR WELFARE, SUCH PROVISIONS SHALL NOT BE INTERPRETED AND/OR APPLIED AS CREATING A DUTY OF DECLARANT, THE ASSOCIATION (AND/OR ANY OF THEIR REPRESENTATIVES) TO PROTECT AND/OR FURTHER THE SAFETY, HEALTH AND/OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENTS ARE USED WITH THE INTENT OF FURTHER THE SAFETY, HEALTH AND/OR WELFARE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES, AND COVENANTS TO INFORM ITS INVITEES (WHO ARE DEEMED TO HAVE ALSO ACKNOWLEDGED AND AGREED TO THESE PROVISIONS) SHALL BE BOUND BY THIS SECTION 27.9 AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHT, CLAIM, DEMAND, ACTION AND/OR CAUSE OF ACTION AGAINST DECLARANT, THE ASSOCIATION (AND THEIR REPRESENTATIVES) ARISING FROM AND/OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION OR DECLARANT HAS BEEN DISCLAIMED IN THIS SECTION 27.9 OR OTHERWISE.

27.10.4 The Association is authorized, but not obligated, to petition for establishment of the Community as a safe neighborhood improvement district pursuant to the Safe Neighborhood Act, §163.501 - 163.523, et seq., Florida Statutes, and to take any action necessary to qualify for the creation of a safe neighborhood improvement district under such Act. The Association shall have all rights and powers granted to property owners associations under such Act and, upon establishment of a safe neighborhood improvement district, shall assume and perform all obligations imposed by the Act in connection with the operation and administration of such district.

27.11 WAIVER OF JURY TRIAL. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES, AND COVENANTS TO INFORM ITS INVITEES (WHO ARE DEEMED TO HAVE ALSO ACKNOWLEDGED AND AGREED) THAT THE GOVERNING DOCUMENTS ARE COMPLEX AND THAT, THEREFORE, ANY RIGHT, CLAIM, DEMAND, ACTION AND/OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM AND/OR CROSS CLAIM, WHETHER IN CONTRACT, IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT) OR ANY OTHER THEORY, BASED ON, ARISING OUT OF, IN CONNECTION WITH AND/OR IN ANY WAY RELATED TO THE GOVERNING DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION AND/OR OMISSION OF ANY PERSON SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE.

27.12 VENUE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES, AND

COVENANTS TO INFORM ITS INVITEES (WHO ARE DEEMED TO HAVE ALSO ACKNOWLEDGED AND AGREED) REGARDLESS OF WHERE SUCH OWNER OR OWNER'S DESIGNEE: (i) EXECUTED A PURCHASE AND SALE AGREEMENT OR LEASE; (ii) RESIDES; (iii) OBTAINS FINANCING AND/OR (iv) CLOSED ON A LOT OR PARCEL, THAT DECLARANT HAS AN OFFICE IN OSCEOLA COUNTY, FLORIDA, AND EACH LOT AND PARCEL IS LOCATED IN OSCEOLA COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE BASED ON, ARISING OUT OF, IN CONNECTION WITH AND/OR IN ANY WAY RELATED TO THE GOVERNING DOCUMENTS LIES IN OSCEOLA COUNTY, FLORIDA AND THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA. DECLARANT SIMILARLY AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA.

27.13 RELIANCE. BEFORE ACCEPTING AN INSTRUMENT OF CONVEYANCE OF ANY OWNERSHIP INTEREST IN OR TO, AND/OR A LEASE OF, A HOME, LOT AND/OR PARCEL, EACH OWNER AND LESSEE HAS THE RIGHT TO RETAIN AN ATTORNEY IN ORDER TO REVIEW THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS. EACH OWNER SHALL INCLUDE IN ANY LEASE SIMILAR LANGUAGE TO THAT CONTAINED WITHIN THIS SECTION 27.12, OR A SPECIFIC REFERENCE TO THE PROVISIONS OF THIS SECTION 27.12, SUCH THAT SUCH OWNER'S LESSEE'S ACKNOWLEDGE AND AGREE TO BE BOUND BY THE PROVISIONS OF THIS SECTION 27.12; PROVIDED, HOWEVER, THAT FAILURE TO DO SO SHALL IN NO WAY LIMIT THE TERMS OF THIS SECTION 27.12. EACH OWNER AND LESSEE ACKNOWLEDGES THAT SUCH OWNER AND LESSEE HAS BEEN ENCOURAGED BY DECLARANT TO SEEK AN OPINION AND ADVICE OF AN ATTORNEY CONCERNING THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS. BY ACCEPTANCE OF AN INSTRUMENT OF CONVEYANCE OR LEASE TO A HOME, LOT AND/OR PARCEL, EACH OWNER AND LESSEE ACKNOWLEDGES THAT THEY HAVE SOUGHT AND RECEIVED SUCH AN OPINION AND/OR ADVICE OR HAVE MADE AN AFFIRMATIVE DECISION NOT TO SEEK THE SAME. DECLARANT IS RELYING ON EACH OWNER AND LESSEE CONFIRMING IN ADVANCE OF ACQUIRING A HOME, LOT AND/OR PARCEL, OR SIGNING A LEASE THEREFOR, THAT THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS ARE VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER AND LESSEE FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION AND/OR ANY OF THE OTHER GOVERNING DOCUMENTS IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE COMMUNITY TO THIS DECLARATION, EACH OWNER AND LESSEE DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT AND ITS REPRESENTATIVES FROM ANY AND ALL LIABILITIES, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW AND IN EQUITY WHICH AN OWNER OR LESSEE MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER OR LESSEE HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT AND/OR ITS REPRESENTATIVES, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER BASED ON, ARISING OUT OF, IN CONNECTION WITH AND/OR IN ANY WAY RELATED TO THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS INCLUDING, WITHOUT LIMITATION, THE EXHIBITS HERETO). THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

27.14 Duration of Rights Reserved by Declarant. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a termination by Declarant in a Recorded amendment to this Declaration of some or all of the Rights Reserved by Declarant, Declarant having the right to terminate some of its rights while retaining others. Notwithstanding anything contained in this Declaration to the contrary, as to any right reserved by Declarant in this Declaration, such right may be terminated at any time by Declarant, in Declarant's discretion and without the consent of the Association or its Board or Members, by a Recorded written instrument, and, thereafter, Declarant shall have no right or obligation to exercise any such terminated right.

27.15 CDD Disclosure. THE OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this \_\_\_\_ day of July, 2018.

Signed, sealed and delivered in the presence of the following witnesses:

[Signature]  
Signature of Witness  
Winfred Patel  
Printed Name of Witness

[Signature]  
Signature of Witness  
Andres Arvelo  
Printed Name of Witness

**HANOVER LAKES, LLC,**  
a Florida limited liability company

By: Hanover Land Company, LLC, a Florida limited liability company, its Manager

By: [Signature]  
Printed Name: Andrew J. Orosz  
Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2018, by Andrew J. Orosz, as Vice President of Hanover Land Company, LLC, a Florida limited liability company, Manager of **HANOVER LAKES, LLC**, a Florida limited liability company. He [ X ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
Name printed: Tricia Minghella  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**INITIAL PROPERTY**

**Phase I Legal Description:**

A TRACT OF LAND, BEING LOTS 69 THROUGH 76, LOTS 85 THROUGH 92, LOTS 103 THROUGH 106 AND LOTS 119 THROUGH 122, ALL OF THE PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 20, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 26, LESS THE RIGHT-OF-WAY FOR ALLIGATOR LAKE ROAD AND LESS THE RIGHT-OF-WAY OF HICKORY TREE ROAD AND LESS THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4805, PAGES 1214 THROUGH 1216, ALL OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, TOGETHER WITH THOSE INTERIOR AND ADJACENT UN-NAMED ROAD RIGHT-OF-WAYS AS SHOWN ON SAID PLAT, AND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, AND ALL OF LOTS 6 AND 11 AND PORTION OF LOTS 4, 5, AND 12, TOGETHER WITH THOSE INTERIOR AND ADJACENT UNNAMED ROADS OF THE PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 51, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°36'24" EAST ALONG THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 20.00 FEET TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF HICKORY TREE ROAD; THENCE RUN NORTH 00°23'53" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°23'53" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 2585.31 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ALLIGATOR LAKE ROAD (STATE ROAD NO. 534A); THENCE RUN SOUTH 89°55'23" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 2317.43 FEET TO A POINT LYING ON THE WEST LINE OF THE ABOVE REFERENCE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4805, PAGES 1214 THROUGH 1216, OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°17'19" WEST, ALONG SAID WEST LINE, 304.51 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 69 OF SAID PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S; THENCE RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF SAID LOT 69 A DISTANCE OF 303.50 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°17'19" WEST, ALONG SAID EAST LINE, 2315.07 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE RUN SOUTH 89°36'24" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 390.92 FEET TO A POINT LYING ON THE NORMAL HIGH WATER LINE OF ALLIGATOR LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE RUN SOUTHWESTERLY ALONG THE WATERS OF ALLIGATOR LAKE 10 FEET, MORE OR LESS, TO A POINT LYING SOUTH 11°35'05" WEST, 10.19 FEET FROM THE AFORESAID POINT "A", THENCE DEPARTING SAID NORMAL HIGH WATER LINE, RUN NORTH 89°36'24" WEST, 398.92 FEET; THENCE RUN NORTH 00°17'19" EAST, 57.85 FEET; THENCE RUN NORTH 89°42'41" WEST, 121.61 FEET TO A POINT LYING ON A NON-TANGENT CURVE CONCAVE WESTERLY, THENCE RUN SOUTHERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 86°33'17", AN ARC LENGTH OF 65.53 FEET, A CHORD LENGTH OF 68.55 FEET AND A CHORD BEARING OF SOUTH 08°26'23" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN SOUTH 66°17'09" EAST, 77.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 48°48'08", AN ARC LENGTH OF 40.03 FEET, A CHORD LENGTH OF 38.83 FEET AND A CHORD BEARING OF SOUTH 41°53'05" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 30°20'39", AN ARC LENGTH OF 31.78 FEET, A CHORD LENGTH OF 31.41 FEET AND A CHORD BEARING OF SOUTH 32°39'20" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 47°49'39", AN ARC LENGTH OF 39.23 FEET, A CHORD LENGTH OF 38.10 FEET AND A CHORD BEARING OF SOUTH 23°54'50" EAST TO THE POINT OF

TANGENCY; THENCE RUN SOUTH 00°00'01" EAST, 4.54 FEET; THENCE RUN SOUTH 89°36'24" EAST, 373.56 FEET TO A POINT LYING ON AFORESAID NORMAL HIGH WATER LINE OF ALLIGATOR LAKE; THENCE RUN SOUTH 11°35'05" WEST, 140.21 FEET, SAID POINT LYING 65.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF AFORESAID LOT 4 OF SAID PLAT OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S SECTION 29; THENCE RUN NORTH 89°36'24" WEST, PARALLEL TO SAID SOUTH LINE OF LOT 4, A DISTANCE OF 407.52 FEET TO A POINT LYING 65.00 FEET WEST OF, BY PERPENDICULAR MEASURE, THE EAST LINE OF THE AFORESAID LOT 5, OF SAID PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S SECTION 29; THENCE RUN SOUTH 01°38'08" EAST, PARALLEL TO SAID WEST LINE OF LOT 5, A DISTANCE OF 392.96 FEET TO A POINT LYING ON THE SOUTH LINE OF THE ABOVE REFERENCED LOT 12 OF SAID PLAT OF THE SEMINOLE LAND AND INVESTMENTS COMPANY'S SECTION 29; THENCE RUN NORTH 89°36'24" WEST, ALONG THE SOUTH LINE OF SAID LOT 12 AND THE SOUTH LINE OF AFORESAID LOT 11, A DISTANCE OF 1222.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11 AND THE WEST LINE OF THE AFORESAID LOT 6 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 675.85 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 89°36'24" WEST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 35.01 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°20'35" WEST, 20.00 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF UN-NAMED ROAD; THENCE RUN NORTH 89°36'24" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1285.42 FEET TO THE POINT OF BEGINNING.

**Phase II Legal Description:**

TRACT "C" AND TRACT "J", HANOVER LAKES PHASE 1, A REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 18 THROUGH 23 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION**

**[SEE ATTACHED]**

COPY

**ARTICLES OF INCORPORATION  
FOR  
HANOVER LAKES HOMEOWNERS ASSOCIATION, INC.**

(A FLORIDA NOT FOR PROFIT CORPORATION)

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted, and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit, and does hereby certify:

**ARTICLE I**

**NAME; PRINCIPAL OFFICE**

1.1 **Name:** The name of the corporation shall be **HANOVER LAKES HOMEOWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

1.2 **Principal Office:** The principal office and mailing address of the Association shall be at 605 Commonwealth Avenue, Orlando, Florida 32803, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act (the "Act").

**ARTICLE II**

**PURPOSE AND POWERS**

2.1 **Purpose:** The purpose of the Association shall be to serve as a homeowners association under Section 720.301, *et seq.*, Florida Statutes, and more particularly authorized by the Declaration of Covenants, Conditions and Restrictions for Hanover Lakes, recorded in the Public Records of the County in which the Property is located, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain the Common Areas thereof for the benefit of the Members of the Association.

2.2 **No individual Benefit:** The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm, or corporation.

2.3 **Corporate Powers:** The Association shall have all of the common law and statutory powers of a corporation not for profit under the Act which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership.

2.4 **Delegation:** The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Declarant) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members. The Association initially delegates Empire Management Group as the manager of the Association, with contact information as follows:

Mike Miller  
Empire Management Group  
770 Almond Street  
Clermont, FL 34711  
Office: 352-535-0099  
Fax: 407-567-7919

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

2.6 Perpetual Existence. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

2.7 Distribution of Income; Dissolution.

(a) The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors, or officers.

(b) Upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Act.

2.8 Water Management. The Association shall operate, maintain and manage the surface or stormwater management systems in a manner consistent with the terms and conditions set forth in that certain Southwest Florida Water Management District Permit No.: 49-02458-P, together with all requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein and in the Declaration. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 62-330, F.A.C., and be approved in writing by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

2.9 Assessments. The Association shall levy and collect adequate assessments from the Members for the costs of maintenance and operation of the surface water or stormwater management system.

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

### ARTICLE III

#### **MEMBERS**

3.1 Membership. The Members of the Association shall consist of all of the record title owners of Lots within the Property from time to time, including the Declarant (the "Owners").

3.2 Assignment. The membership in the Association shall be appurtenant to and run with ownership of each Lot in the Property. Upon acquisition of a Lot within the Property, the Lot owner shall automatically become a Member of the Association, and upon the sale of a Lot in the Property, the Membership appurtenant to said Lot shall automatically pass to the subsequent grantee of title to the Lot. A Membership in the Association may not otherwise be transferred, assigned or hypothecated.

3.3 Voting. The Association shall have two (2) classes of voting membership:

(a) Class A. The Class A Members shall be all Owners, with the exception of each Declarant and each Builder Owner until the termination of the Class B membership. Each Class A member shall be entitled to one (1) vote for each Lot owned.

(b) Class B. The Class B Members shall be each Declarant and each Builder Owner (but only for so long as such Builder Owner owns at least one Lot). Each Class B Member shall be entitled to nine (9) votes for each Lot owned by such Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) three (3) months after

ninety percent (90%) of the Lots have been conveyed to Purchasers; or (ii) when each Declarant and each Builder Owner notifies the Association in writing that it relinquishes its Class B membership, whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association (the "Turnover").

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

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

#### **ARTICLE IV**

#### **DIRECTORS**

4.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a board consisting of the number of directors determined from time to time by the Board in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. All directors shall be Members of the Association or authorized representatives, officers, or employees of Members of the Association that are entities, or designees of the Declarant.

4.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Members when such approval is specifically required.

4.3 Initial Directors. The names and addresses of the initial members of the Board of Directors who shall hold office until their successors are duly elected and qualified as provided in the Bylaws, are as follows:

NAME	ADDRESS
Ryan Kahn	605 Commonwealth Avenue Orlando, Florida 32803
T. Benjamin Snyder	605 Commonwealth Avenue Orlando, Florida 32803
Tony Iorio	605 Commonwealth Avenue Orlando, Florida 32803

4.4 Election. Except as otherwise provided herein, and as except for the members of the Board of Directors appointed by Declarant, directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Notwithstanding anything herein contained to the contrary, from and after the Turnover, Members other than the Declarant shall be entitled to elect at least a majority of the Board of Directors of the Association; provided, however, that the Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots.

4.5 Term; Removal. Directors elected by the Owners shall hold office until their successors are elected and qualified at the next succeeding annual meeting of Members. Directors may resign or be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

4.6 Vacancy. If a director elected by the general membership shall, for any reason, cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

4.7 Early Transition. The Declarant may transfer control of the Association to Owners other than the Declarant prior to the date required by law in its sole discretion by causing enough of its appointed directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect directors and assume control of the Association. Provided the Owners other than Declarant receive at least fourteen (14) days'

notice of Declarant's decision to cause its appointees to resign, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

## **ARTICLE V**

### **OFFICERS**

5.1 **Officers Provided For.** The Association shall have a President, a Vice President., a Secretary, and may have a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may be appointed to serve in multiple officer positions.

5.2 **Election and Appointment of Officers.** The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly appointed and have taken office. The Bylaws may provide for the method of voting in the appointment, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

5.3 **Initial Officers.** The names and addresses of the initial officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

President:	Tony Iorio
Vice President:	T. Benjamin Snyder
Secretary:	Ryan Kahn

## **ARTICLE VI**

### **INDEMNIFICATION PROVISIONS**

6.1 **Indemnification.**

(a) The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee, or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, to the full extent permitted by law.

(b) The Association shall indemnify to the full extent permitted by law any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

6.2 **Indemnification for Expenses.** To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 6.1(a) or Section 6.1(b), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith to the full extent permitted by law.

6.3 **Determination of Applicability.** Any indemnification under Section 6.1(a) or Section 6.1(b), unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific

case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in applicable law. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding;

(c) By independent legal counsel: (i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or (ii) if a quorum of the directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or

(d) By a majority of the voting interests of the Members of the Association who were not parties to such proceeding.

6.4 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible.

6.5 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

6.6 Exclusivity. The indemnification and advancement of expenses provided pursuant to this Article VI are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, or vote of disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office to the full extent permitted by law.

6.7 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

6.8 Definitions. For purposes of this Article VI, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee, or agent of the Association that imposes duties on such persons.

6.9 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article VI shall be applicable as to any party' eligible for indemnification hereunder who has not given his prior written consent to such amendment.

## **ARTICLE VII**

### **BYLAWS**

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

## **ARTICLE VIII**

### **AMENDMENTS**

8.1 **Notice.** Amendments to these Articles of Incorporation shall be proposed and approved by a simple majority of the Board of Directors unless the approval of the membership of the Association is required under the Declaration, in which case the Members must approve said amendment.

8.2 **Proviso.** No amendment to these Articles may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Declarant or mortgagees of Living Units without the consent of said Declarant or mortgagees in each instance. No amendment shall be made that is in conflict with the Act or the Declaration.

8.3 **Declarant Amendments.** Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

## **ARTICLE IX**

### **INCORPORATOR**

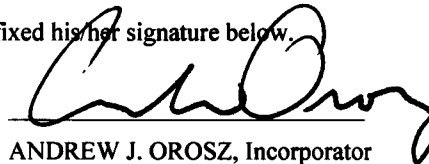
The name and address of the Incorporator of this Corporation is:

NAME	ADDRESS
Andrew J. Orosz	605 Commonwealth Avenue Orlando, Florida 32803

### **REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT**

The registered agent of this corporation shall be Hanover Land Company, LLC, having an address of 605 Commonwealth Avenue, Orlando, Florida 32803.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature below.



ANDREW J. OROSZ, Incorporator

### **CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office as indicated in the foregoing articles of incorporation, in the County of Orange, State of Florida, the Association named in the said articles has named Hanover Land Company, LLC, having an address of 605 Commonwealth Avenue, Orlando, Florida 32803, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity.

Printed Name: Andrew J. Orosz

DATED this 13 day of July, 2018

COPY

**EXHIBIT "C"**

**BYLAWS**

[SEE ATTACHED]

COPY

**BYLAWS OF  
HANOVER LAKES HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not-for-Profit)**

**RECITALS:**

Pursuant to Articles of Incorporation executed on July 13, 2018 and thereafter filed with the Secretary of State of the State of Florida, Hanover Lakes, LLC, a Florida limited liability company formed the **HANOVER LAKES HOMEOWNERS ASSOCIATION, INC.**, a not-for-profit corporation pursuant to Chapters 617 and 720, Florida Statutes (the "Association"), to own, maintain, operate and/or administer the Common Areas and community improvements within certain property described in a Declaration of Covenants, Conditions, Easements And Restrictions For Hanover Lakes recorded in Official Records Book \_\_\_, Page \_\_\_, *Et Seq.*, of the Public Records of Osceola County, Florida and any and all supplements thereto (the "**Declaration**"), and the Board of Directors of the Association adopted Bylaws for the operation of the Association (the "**Original Bylaws**"); and

Pursuant to the affirmative vote of the total Class A Voting Interests and Class B Voting Interests entitled to vote (as defined in the "Original Bylaws"), and (ii) the affirmative vote of 100% of the Class B Members, such parties agreed to amend and restate in their entirety, the Original Bylaws as set forth below.

**NOW THEREFORE**, the Original Bylaws are hereby amended and restated in its entirety by this document.

**1. Name and Location**

1.1. The name of the corporation is **HANOVER LAKES HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "**Association**"), and its initial office for the transaction of its affairs shall be 605 Commonwealth Avenue, Orlando, Florida 32803. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "**Board**").

**2. Definitions**

2.1. Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration.

**3. Meeting of Members**

3.1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Osceola County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

3.2. **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held in either the third or fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("**Member of Record**") not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, unless prohibited by applicable law, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

3.3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration may be called by the Board,

the Class B Member or by all Members having at least twenty-five percent (25%) of the total number of votes of the Class A Members.

3.4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the Secretary to Members or Record, or if the Secretary shall fail to do so, by the president or Board, not less than fourteen (14) nor more than sixty (60) days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. Notices may also be given by conspicuously posting and repeatedly broadcasting the same (along with the agenda) on a closed-circuit cable television system serving the Association so long as such procedure is compliant with Section 720.306(5), Florida Statutes, as the same is amended from time to time. The Secretary shall execute an affidavit that the notice was delivered or mailed in compliance with this Section and, once executed the affidavit shall be filed among the official records of the Association.

3.5. **Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing ten percent (10%) of the total number of votes in the Association shall constitute a quorum at all meetings of the Association.

3.6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

3.7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

3.8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and, the Members responding to the proposal ("**Responding Members**") hold at least 1/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these Bylaws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

3.9. **Voting.** The Association shall have two (2) classes of voting membership: Class A, and Class B. So long as there is Class B Membership, Class A Members are all Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B Membership, as provided below, the Class A Members shall mean all Owners, including Declarant, so long as Declarant is an Owner of one or more Lots or Parcels included in the Property. All Class A Members are entitled to cast one (1) vote for each Lot or Parcel owned. Prior to termination of Class B Membership, the Class B Member shall be entitled to cast three (3) votes for each Lot and/or Parcel owned. As provided in the Articles of Incorporation, the Class B Member is entitled to elect the Association's directors until termination of Class B Membership. If more than one person owns an interest in any Lot or Parcel, all such persons are Members, but there may be only one vote cast with respect to such Lot or Parcel. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot or Parcel is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot or Parcel unless and until the Association is notified otherwise in writing. The Class B Membership shall cease and be converted to Class A membership (the "**Turnover**") on the happening of either of the following events, whichever occurs earlier (which earlier date is hereinafter referred to as the "**Turnover Date**"):

(i) three (3) months after ninety percent (90%) of the of the Lots in all phases of the Property, including any Lots that Declarant intends to develop on Declarant's Property and thereafter include in the Property subject to this Declaration, have been conveyed to Members which, for purposes of this Section, shall not include any builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale; or

(ii) when, in its discretion, the Class B Member waives in writing its right to Class B Membership as evidenced by the recording of a certificate to such effect in the Public Records of Osceola County; or

(iii) such earlier date as is required by law or as the Declarant may otherwise determine, in its sole and absolute discretion.

Upon the Turnover Date, a meeting of the Members shall be held (the "**Turnover Meeting**") at which Members other than Declarant and Builders shall elect a majority of the members of the Board. Notwithstanding Turnover, the Declarant shall be entitled to appoint two (2) members of the Board of Directors of the Association until the earlier to occur of: (i) the date on which Declarant no longer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property, including any Lots that Declarant intends to develop on Declarant's Property and thereafter include in the Property subject to this Declaration; or (ii) the date on which Declarant is no longer permitted by law to do so (which earlier date is hereinafter called the "**Declarant Appointment Termination Date**").

3.10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the Secretary, or in his absence the assistant Secretary, shall be the Secretary for the meeting.

3.11. **Right to Speak.** Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda (subject to any permissible limitations as provided herein or pursuant to the Act). Notwithstanding any provision to the contrary in the Association's Governing Documents or any rules adopted by the Board or by the membership, a Member or an Owner have the right to speak for at least three (3) minutes on any item, provided that the Owner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association Secretary prior to commencement of the meeting). The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Owner statements, which rules must be consistent with the provisions of this Section.

#### 4. **Directors**

4.1. **Board of Directors.** Initially, the affairs of the Association shall be managed by a Board consisting of three (3) Directors. A director must be a Member, except that the directors elected by the Class B Member need not be Members and may be the officers and/or employees of Declarant. From and after the date the Class A Members have the right to elect one Director, as provided in Subsection 4.2.5 below, the Board shall consist of five (5) Directors.

##### 4.2. **Election of Directors.**

4.2.1. Election of directors shall be held at the annual Members' meeting.

4.2.2. The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

4.2.3. Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

4.2.4. Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

4.2.5. Notwithstanding the foregoing, the Board shall be appointed solely by Class B Members as long as there are Class B Members, with the exception that one director may be elected by the Class A Members after 50% of the of the Lots in all phases of the Property, including any Lots that Declarant intends to develop on Declarant's Property and thereafter include in the Property subject to this Declaration, have been conveyed to Class A Members.

4.2.6. Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

4.3. **Term of Office.** Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

4.4. **Composition of the Board of Directors.** In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by the Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors. At the meeting of the Members at which Turnover occurs, three (3) directors shall be elected by Class A Members other than Declarant ("Class A Directors"), with the remaining two Directors to be elected/appointed by Declarant. The other two (2) directors of the Board shall be elected/appointed by Declarant and shall serve until replaced by Declarant; provided that at the next annual meeting following the Declarant Appointment Termination Date, the term of the Declarant Directors shall end and their Board seats shall be filled by Directors elected by the Class A Members. The Class A Director receiving the highest number of votes shall be elected to a three (3) year term, the Class A Director receiving the next highest number of votes shall be elected to a two (2) year term, and the third Class A Director shall be elected to a one (1) year term. A term of office shall be deemed to be concluded at the annual meeting of the Members of the Association following or in connection with expiration of the specific term of years. Following the initial election of Class A Directors as provided above, subsequent elections to the Board for Class A Directors, and the Directors elected by the Class A Members after the Declarant Appointment Termination date, shall be for a two (2) year term of office, unless otherwise provided herein. All officers of a corporation owning a Lot or Parcel shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

4.5. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Project at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than seven (7) days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

4.6. **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Association's Governing Documents or any rules adopted by the Board or by the membership, a Member has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the Voting Interests for at least three (3) minutes. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a

committee and the Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

4.7. **Annual Organizational Meeting.** The annual organizational meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual organizational meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be three (3) days' notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of such meeting.

4.8. **Meeting to Determine Assessments.** An Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Owners and posted conspicuously on the Common Area or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting.

4.9. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of Lots or Parcels in the Project may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Owners, and posted conspicuously on the Common Area or broadcast on closed-circuit cable television, not less than fourteen (14) days before the meeting. A written notice concerning changes to the rules that regulate the use of Lots or parcels in the Project must include a statement that changes to the rules regarding the use of Lots or Parcels will be considered at the meeting.

4.10. **Special Meetings.** Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of 2/3 of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, telegraph or electronically transmitted, which notice shall state the time, place and purpose of the meeting.

4.11. **Petition by Members to Board to Address an Item of Business.** If ten percent (10%) of the total Voting Interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than sixty (60) days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least fourteen (14) days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

4.12. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

4.13. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, these Bylaws, or the laws of the State of Florida.

4.14. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.15. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

4.16. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the

absence of the presiding officer, the directors present shall designate one of their number to preside. The Secretary of the Association shall be the Secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as Secretary for the meeting.

4.17. **Compensation.** No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

4.18. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

4.19. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

4.20. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

4.21. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

4.21.1. adopt and promulgate the Rules and Regulations governing the Project or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

4.21.2. the Board of Directors may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use the Common Areas and/or facilities for the failure of the Owner or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations, provided that the Association must provide notice and an opportunity for a hearing. If Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of any Owner, tenant, guest or invitee to use any Common Areas and/or facilities. The notice and hearing requirements do not apply to a suspension of use rights due to a monetary delinquency. Notwithstanding any other provision to the contrary, but only as to this Section 4.21.2, if Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Common Areas and/or voting rights) enumerated in this Section 4.21.2 for a monetary delinquency of less than ninety (90) days, or in the event that Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Common Areas and/or voting rights) enumerated in this Section 4.21.2 for other types of violations, then such rights shall automatically be bestowed upon the Association without need for amending this Declaration or providing any notice;

4.21.3. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, including the establishment of the Assessments provided for in the Declaration; and

4.21.4. employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

4.22. **Duties.** It shall be the duty of the Board to:

4.22.1. cause to be kept a complete record of all its acts and corporate affairs;

4.22.2. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

4.22.3. as more fully provided in the Declaration, to:

- 4.22.3.1. fix the amount of the Assessments against each Lot or Parcel;
- 4.22.3.2. exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and
- 4.22.3.3. take appropriate and timely action against Members whose Assessments are in default;
- 4.22.3.4. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- 4.22.3.5. cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and
- 4.22.3.6. perform such other acts as may be required of a Board of Directors under the Florida Not-For-Profit Corporation Act.

## **5. Officers**

5.1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

5.2. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer, secretary and other officers as shall be elected by the Board. Except as provided in Section 5.1, such officers shall be elected annually by the Board. Officers need not be Owners and the officers and employees of the Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by an affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

5.3. **President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.4. **Vice President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.5. **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the Secretary is also the treasurer of the Association. The Secretary shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Board of Directors or the President. Any assistant Secretary elected shall perform the duties of the Secretary when the Secretary is absent.

5.6. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

5.7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

## **6. Fiscal Management**

6.1. **Depositories.** All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

6.2. **Contracts, Etc.** Except as otherwise specifically provided by these Bylaws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide, and shall be entered into in accordance with the Act.

6.3. **Budget.** The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the budget shall apply.

6.4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association certain "Assessments" which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of 15% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein. Notwithstanding the foregoing, unless prohibited by applicable law, Declarant shall be exempt from the payment of Assessments to the extent set forth in the Declaration.

### **6.5. Setting of Assessments.**

6.5.1. **Regular Assessment.** The Board shall adopt the Regular Assessment as provided for in the Declaration.

6.5.2. **Special Assessments.** As contemplated by the Declaration, Special Assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Board of Directors.

6.5.3. **Individual Assessments.** As contemplated by this Declaration, Individual Assessments may be levied by the Association.

6.6. **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the Members sixty (60) days following the end of the fiscal year in accordance with the financial reporting requirements of the Act.

6.7. **Fines.** The Association shall have the power to suspend, for a reasonable period of time, the rights of a Member and/or such Member's tenants, guests or Invitees to use the Common Area, and to levy reasonable fines against same, not to exceed the greater of \$100.00 per violation or the maximum amount allowed under the Act, for activities which violate the provisions of the Declaration, these Bylaws or any Rules and Regulations. No fine or suspension may be imposed except upon fourteen (14) days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least three (3) Members of the Association. Such committee shall be appointed by the Board and shall not be composed of any

officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the meeting. The committee must approve, by a majority vote, the proposed fine, prior to it being imposed. No fine or suspension may be imposed except upon majority approval of the Members of such committee. Suspension of rights to use the Common Area shall not include any right to restrict vehicles and pedestrians' ingress and egress to and from such offending person's Lot or Parcel. The voting rights of a Member may be suspended by the Association as provided in the Bylaws or the Declaration.

7. **Reserved.**

8. **Books and Records**

8.1. The books, records and papers of the Association shall be available for inspection and copying by Members of their authorized agents during reasonable business hours within ten (10) business days after receipt of a written request for access. These records shall be available at the Association's principal office, where copies may be purchased for a reasonable cost.

9. **Amendments**

9.1. **By Class B Member.** Until the Turnover Date, the Class B Member may unilaterally amend these Bylaws for any purpose. Thereafter, the Class B Member may unilaterally amend these Bylaws if and to the extent permitted by Florida law.

9.2. **By Members Generally.** Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing thirty percent (30%) of the total Class A votes in the Association and the consent of the Declarant for so long as Declarant owns any of the Declarant's Property. Members or the Association shall give Declarant sixty (60) days' prior written notice of their intent to amend these Bylaws, along with their proposed written amendment. Such notice shall be given to Declarant either by hand delivery, certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight delivery service at the address(es) provided for Declarant in these Bylaws or the Declaration, or such other address and Declarant may provide to the Association from time to time. Declarant shall be deemed to have approved such amendment if the Association does not receive a written response from Declarant within said 60-day period. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

9.3. **Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon recordation in the Official Records of Osceola County, Florida, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

9.4. **Owner Consent.** If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

9.5. **Declarant.** No amendment may remove, revoke, or modify any right or privilege of, or increase any obligation of, Declarant or the Class B Member without the written consent of Declarant and the Class B Member (whichever would be affected by such amendment), or the assignee of such right or privilege.

9.6. **Limitations on Certain Amendments.** Notwithstanding the foregoing, no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the Southwest Florida Water Management District.

10. **Miscellaneous**

10.1. The fiscal year of the Association shall be the calendar year.

10.2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

10.3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

10.4. Notwithstanding anything contained in these Bylaws to the contrary, as to any right reserved by Declarant in these Bylaws, such right may be terminated at any time by Declarant, in Declarant's sole discretion and without the consent of the Association or its Board or Members, by written notice from Declarant to the Association given in the manner prescribed in Section 27.5 of the Declaration and thereafter, Declarant shall have no right or obligation to exercise any such terminated right.

10.5. Notwithstanding anything contained in the Declaration or in these Bylaws or in the Articles of Incorporation to the contrary, in the event that any provision contained herein or in such other documents are now or hereafter inconsistent with any requirements of applicable law, such provision shall be deemed amended to the extent necessary to reflect the applicable legal requirement and any inconsistencies will be deemed automatically deleted without the necessity of further action.

## **EXHIBIT "D"**

### **INITIAL RULES AND REGULATIONS**

This **Exhibit "D"** is incorporated in and made a part of the Declaration to which this Exhibit is attached (the "**Declaration**"). The following restrictions shall apply to all of the Community until such time as they are amended, modified, repealed and/or limited by rules of the Association adopted pursuant to Section 15.1 of the Declaration.

1. **Use of Homes, Lots and Parcels.** No business, trade or similar activity shall be conducted in, on or from any Lot or Parcel containing a Home, except that an Owner or Occupant of a Home may operate a home business office within the Home so long as: (i) the existence and operation of the activity is not apparent and/or detectable by sight, sound or smell from outside the Lot; (ii) the activity does not involve regular visitation of the Lot or door-to-door solicitation of Owners and/or Occupants of the Community; (iii) the activity is consistent with the residential character of the Community, does not constitute a nuisance and/or a hazardous or offensive use, does not threaten the security and/or safety of others within the Community, as determined by the Association; (iv) does not violate the Rules and Regulations; and (v) the activity complies with applicable Laws. Examples of activities that would normally satisfy these requirements include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Association, may restrict any activities that it determines interfere with the enjoyment of an Owner and/or Occupant or the residential purpose and/or nature of the Community. In furtherance and not in limitation thereof, no solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Declarant, until the Turnover Date, and of the Association thereafter, which consent may be withheld in the applicable party's discretion.

(a) An Owner may apply to the Board for a variance from the application of this Section by written request to the Board, which request shall specify the nature of the activities to be conducted, the times at which and number of people who will be visiting the Home and any other information the Association may request regarding such application. The applicant shall also provide a copy of the application to the Owners of the three (3) Lots and/or Parcels on each side of the applicant's Home, the Owners of the three (3) Lots and/or Parcels behind the applicant's Home which are closest to such Home, and the Owners of the three (3) Lots and/or Parcels directly across the street from the applicant's Home which are closest to such Home, and shall, in addition, provide the date on which such request will be heard by the Board. the Association may approve or deny any such variance request, regardless of whether similar approvals have been previously given for the applicable Home and/or for other Homes in the Community. Any such approval, if given, shall be effective for a period of one (1) year from the date given, whereupon the Owner shall re-apply in the manner herein provided if such Owner desires to renew the variance. the Association may approve or deny such renewal request, regardless of the Board's previous approval.

(b) The leasing of a Home in accordance with the Governing Documents shall not be considered a business, trade or similar activity within the meaning of this Section.

(c) Garage sales, rummage sales and/or similar sales not exceeding two (2) consecutive days in duration will not be considered a business or trade within the meaning of this Section so long as the same is authorized by the Association. Prior to the Community Completion Date, the Association shall not permit any such sales without the prior written consent of Declarant.

(d) No day care center or facility may be operated out of a Home.

(e) Any approval by Declarant and/or the Board of any proposed activity pursuant to this Subsection (i) shall not substitute for or eliminate such Owner's obligation to obtain all required governmental permits, licenses and approvals to engage in such activities.

(f) This Section shall not apply to any Association activity relating to operating and/or

maintaining the Community, including, without limitation, the Recreational Facilities and other amenities.

2. General Use Restrictions. No portion of the Community, including, without limitation, any Home, Parcel or Common Areas shall be used in any manner: (i) contrary to the Governing Documents or Law; (ii) for any immoral, improper, unsightly, noxious, offensive, unlawful or obnoxious use; (iii) that constitutes a nuisance; (iv) that poses a safety hazard; and/or (v) that is the source of unreasonable annoyance to others and/or which interferes with the peaceful, comfortable and/or quiet use, occupation and/or enjoyment of the Community. The responsibility for meeting the requirements of governmental authorities, including, without limitation, for maintenance, modification and/or repair, as to a portion of the Community shall be borne by the same Person as is responsible for such maintenance, modification and/or repair. Nothing shall be done or kept within the Common Areas and/or any other portion of the Community, including a Home and/or Parcel which will increase the rate of insurance to be paid by the Association. No Person shall permit anything or condition to exist upon any Lot, Parcel or other property which shall induce, breed or harbor infectious diseases or noxious insects.

3. Common Areas. Furniture, equipment and other property used in connection with the Common Areas, including, without limitation, the Recreational Facilities, shall not be removed from the location in which it is placed. Adults shall be responsible for all actions of minor children in their care, custody and/or control at all times in and about the Community. Neither Declarant, nor the Association (nor any of their respective Representatives) shall be responsible for any use of the Common Areas, by anyone, including, without limitation, minors. The Board may adopt reasonable rules and regulations governing minors' use of the Common Areas, including, without limitation, Recreational Facilities.

4. Firearms. No firearms of any type, including, without limitation, "B-B" guns, pellet guns, air-powered dart guns and/or "paint ball" guns shall be discharged within the Community; provided, however, that neither Declarant, nor the Association (nor any of their respective Representatives) shall have any obligation to take action to prevent or stop such discharge.

5. Games of Chance. Conducting, participating in and/or holding any events, functions or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, however, that the foregoing is not intended to bar the occasional use of the interior of a Home or on or within the Common Areas for the activities described in this Section so long as such use is either: (x) in conjunction with fundraising activities for a non-profit or charitable organization, or (y) a private, social, non-commercial activity, so long as such activities are permitted by Florida law, and, as to the Common Areas, are in compliance with any additional rules imposed in connection therewith.

6. Mining Operations. No exploring, drilling, refining, quarrying and/or mining operations of any kind, for water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind, shall be permitted within the Community, nor shall wells, tanks, derricks, tunnels, mineral excavations, shafts or other structures used for or in connection with exploring, drilling, refining, quarrying and/or mining operations of any kind be permitted in the Community.

7. Completion and Sale of Homes. No Person shall interfere with any of the rights afforded to Declarant and/or its Designees under the Governing Documents, including, without limitation, those enumerated in Section 15.2 of the Declaration. WITHOUT LIMITING THE FOREGOING, EACH OWNER AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES, LOTS AND/OR PARCELS. THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES OR COMMENTS ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED (EXCEPT IF AND TO THE EXTENT THAT RESTRICTION OF THE SAME IS PROHIBITED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 720.304, FLORIDA STATUTES), IN ORDER TO PRESERVE THE VALUE OF THE HOMES, LOTS AND PARCELS AND THE RESIDENTIAL ATMOSPHERE OF THE COMMUNITY.

8. Improvements and Alterations. No material Improvements and Alterations to a Home and/or Parcel shall be made without the prior written approval thereof being first obtained from the Reviewing Entity as required by the Declaration.

9. Control of Contractors. No person other than an Association Representative shall direct, supervise and/or in any manner attempt to assert any control over any Contractor of the Association.

10. Animals. No animals of any kind shall be raised, bred or kept within the Community for commercial purposes. A reasonable number of dogs, cats or other usual and common household pets may be permitted in a Home subject to such additional rules as may be adopted for the Community or any portion thereof, which rules may prohibit all pets or specific types of animals. In furtherance and not in limitation of the foregoing, the Association may prohibit breeds of dogs that the Board considers dangerous in its discretion. Each Owner shall be responsible for the activities of its pet. Any pet that the Board in its sole discretion determines to be a nuisance shall be removed from the Home upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Any pet that has been declared dangerous, potentially dangerous, or any similar classification, by any governmental authority is prohibited. Otherwise, Owners may keep domestic pets as permitted by Law and otherwise in accordance with the Supplemental Rules and Regulations established by the Board from time-to-time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice.

(a) No pet shall be permitted outside a Home unless such pet is kept on a leash. No pet shall be "tied up" on the exterior of the Home or in the Common Areas, or left unattended in a yard (including, without limitation, a fenced Back Yard) or on a balcony, porch, or patio. No pet doors, dog runs or enclosures shall be permitted on any Home. All pets shall defecate and urinate only in the "pet walking" areas within the Community designated for such purpose, if any, or on that Owner's Back Yard. The Owner shall be responsible to ensure that all dog waste shall be promptly and properly removed from the "pet walking" areas, the Owner's Back Yard and any other portion of the Community. Neither Declarant, nor the Association (nor any of their respective Representatives) shall be responsible if any pet that is left in the Back Yard of a Home becomes loose or is injured. Each Owner acknowledges that the aforesaid requirements are reasonable in light of, among other considerations, the fact that the Association is responsible for the maintenance of the lawns throughout the Community, including, without limitation, within Back Yards.

(b) Notwithstanding anything to the contrary, seeing eye dogs and appropriately certified service animals shall not be governed by the restrictions contained in this Section if and to the extent that enforcement of such restrictions would violate any Laws.

11. Artificial Vegetation. No artificial grass, plants and/or other artificial vegetation, or rocks or other landscape devices, shall be placed and/or maintained upon the exterior portion of any Home or Parcel, unless approved by the Reviewing Entity or except if and to the extent that restriction of the same is prohibited by Law.

12. Cars, Trucks and Recreational Vehicles. The following restrictions shall apply to all vehicles utilized and/or parked in the Community.

(a) Parking. No vehicles may be parked on any portion of a Lot or Parcel other than in a garage and/or on a driveway (perpendicular to the garage door) or other paved parking space installed with the approval of Reviewing Entity. A vehicle parked in a driveway may not extend beyond the end of such driveway and/or block the sidewalk (or any portion thereof). There shall be no vehicle parking on lawns or mulch pads. Parking and/or storage of inoperable vehicles anywhere in the Project is prohibited, other than in enclosed garages (including, without limitation, on public streets within, adjacent to and/or around the perimeter of the Project). No vehicle shall be parked on any street for a continuous period in excess of twenty-four (24) hours. To the extent the

Community has any guest parking, Owners are prohibited from parking in such guest parking spaces. Where parking on the roadways is permitted in the Community, the Association may require and post that in some areas, parking may be designated by signage as restricted to one (1) side of the street only so as to allow for the safe passage of vehicles. Parking of more than two (2) vehicles per Lot or Parcel on public or private streets is prohibited.

(b) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within the Community for more than twelve (12) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within the Community. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without approval of the Reviewing entity in its discretion.

(c) Commercial Vehicles. No Commercial Vehicle, limousine or trailer of any type, kind or description may be kept within the Community except in the garage of a Home. "Commercial Vehicles" shall mean and include, without limitation: (i) vehicles with ladders, racks and/or hooks attached to such vehicles; (ii) vehicles having a gross vehicle weight rating of equal to or greater than one (1) ton; (iii) vehicles that cannot be appropriately parked within a standard size parking space; and/or (iv) vehicles displaying commercial advertising (including, without limitation, print copy, logos and any other advertising graphics and/or designs). The Board may, from time-to-time, amend the definition of Commercial Vehicles. The term commercial vehicle shall not be deemed to include law enforcement vehicles or so called "sport utility vehicles" (i.e., Broncos™, Blazers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for normal transportation. For any Owner who drives an automobile issued by the County or another governmental authority (i.e., police or sheriff cars), such automobile shall not be deemed to be a Commercial Vehicle and may be parked in the garage or driveway of the Home. In addition, the foregoing prohibition of parking Commercial Vehicles anywhere in the Community other than in the garage shall not be applicable to Commercial Vehicles which are present due to and only during the performance of work being performed on a Home or Parcel.

(d) Other Restrictions. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere in the Community. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on the Community.

(e) Boats, Boat Trailers and Recreational Vehicles. Boats/boat trailers, motor homes, campers, recreational vehicles, golf carts, neighborhood electric vehicles, scooters, mini-motorcycles, motorcycles and all-terrain vehicles (collectively, "Recreational Vehicles") may not be kept or stored within the Community, unless parked within the garage of a Home; provided, however, that the same may be parked (on the driveway of a Home or on the roadway in front of the Home provided that parking on such portion of the roadway is not otherwise restricted) temporarily, for no more than four (4) hours during any twenty-four (24) hour period, while the same are being loaded and unloaded. The owner of a Recreational Vehicle shall be responsible for any damage caused by such Recreational Vehicle. Inoperable Recreational Vehicles may not be kept in the Community. No repairs to any Recreational Vehicles may be performed within the Community. No boat engines may be run or flushed within the Community. No water or waste from Recreational Vehicles may be discharged within the Community. No Recreational Vehicles may be utilized within the Community, including, without limitation, on any roadways, sidewalks and/or other paved surfaces. All other restrictions and requirements applicable vehicles shall apply to Recreational Vehicles. In the event of a conflict between the various restrictions and requirements, the most stringent shall apply.

(f) Towing. Subject to Law, any vehicle parked in violation of the Rules and Regulations may be towed by the Association at the expense of the owner of such vehicle: (i) without notice (other than as required by Law, if any) if parked on a roadway; or (ii) with respect to any other violation, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or without prior notice if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner, upon acquisition of title to real property within the Community, and any person claiming by, through

or under such Owner, irrevocably grants the Association and its designated towing service the right to enter a Lot or Parcel to tow vehicles violating the Governing Documents. Neither Declarant, the Association (nor any of their respective Representatives), nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice (if required) is posted, neither its removal, nor failure of the Owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting notice stating it was properly posted shall be conclusive evidence of proper posting.

13. Cooking. No cooking (including, without limitation, the use of grills, barbeques and/or similar cooking equipment) shall be permitted nor shall any goods or beverages be consumed, on or within the Common Areas except in areas designated for those purposes by the Association. The use and storage of grills, barbeques and/or similar cooking equipment on a Lot is restricted to the Back Yard thereof.

14. Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, light fixtures, sculptures, statutes and weather vanes shall be installed or placed within or upon any portion of the Community (including, without limitation Homes and Parcels) within the Front Yard or be otherwise visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of a Home as follows: (i) installation of Halloween lighting and decorations may be installed not earlier than October 1 and shall be removed not later than the Sunday following Halloween; and installation of Christmas, Hanukah and Kwanzaa lighting and decorations may be installed not earlier than November 15<sup>th</sup> and removal shall be completed not later than January 15<sup>th</sup> of the following year. The Reviewing Entity may establish additional requirements and standards for holiday lighting and decorations. The Reviewing Entity may require the removal of any lighting that constitutes a nuisance and/or a hazardous or offensive use, and/or which threatens the security and/or safety of others within the Community (e.g., unacceptable spillover to adjacent Home).

15. Extended Vacation and Absences. If a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying the Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible Person to care for the Home, should the Home suffer damage or require attention, and providing a key to that Person. The name of the designee shall be furnished to the Association. Neither Declarant, the Association (nor any of their respective Representatives) shall have responsibility of any nature relating to any occupied or unoccupied Home.

16. Fuel Storage and Storage Tanks. No storage tanks, including but not limited to, those for water, oil, propane gas or other liquids, fuels and/or chemicals, including, without limitation, those used for swimming pools or the like, shall be allowed on any Lot, except for portable propane gas tanks reasonably necessary for portable (as opposed to installed/summer kitchen) gas grills. In furtherance and not in limitation of the foregoing, no heaters for pool and/or spas shall be powered by any gas stored in a tank.

17. Garages. Each Home may have its own garage, except as specifically provided in the Design Guidelines or as approved by the Reviewing Entity. The conversion or enclosure (for example into a general living area) of any garage within the Community is prohibited. Except during periods of their actual use and operation, all garage doors on any Home shall be kept and maintained in the closed position such that the interior of any garage shall not be visible from any adjacent or nearby Home or any Common Area or any public street

18. Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. It is possible that the Association may provide for or contract with a private entity for garbage pick-up, the cost of which shall be included in the Common Expenses. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot or Parcel so as to be visible from outside the Lot or Parcel. Each Owner shall be responsible for properly depositing garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies/companies in accordance with the requirements of any such agency/company. All trash receptacles shall be maintained in a sanitary condition. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day

preceding the pick-up, and must be returned to the Lot or Parcel so that they are not visible from outside the Lot or Parcel prior to the end of the day of pick-up.

19. Laundry. Except as otherwise provided in Section 163.04, Florida Statutes, and subject to the requirements of such provision, if and to the extent applicable: (i) no rugs, mops, or laundry of any kind, or any other article, shall be shaken, hung and/or exposed so as to be visible outside the Lot or Parcel; and (ii) clotheslines may be installed only in a location in the Back Yard of a Lot in a location so as not visible from the front of the Lot; provided, however, that, any such clothes line shall be removed when it is not in use as a clothesline.

20. Personal Property. All personal property (including, without limitation, tools and lawn and gardening equipment) of Owners and Invitees of Homes shall be stored within the interior of the Home, except usual patio furniture (which shall not be unsightly or interfere with the comfort and/or convenience of others, including, for example but without limitation, dilapidated furniture and furniture not designed for outdoor use). Further, no personal property may be stored on, nor used on, the Common Areas. Porch areas visible from outside the Lot or Parcel shall be kept reasonably free of clutter. Notwithstanding the foregoing, the presence of small sports equipment and recreational items in a location where they are not visible from outside the Lot or Parcel (due to the existence of a privacy fence, wall or landscaping) shall not be deemed to violate this provision (but, if applicable, remain subject to approval of the Reviewing Entity) unless the Board determines that the same violate the provisions of Article 2 above.

21. Pools. No above ground pools (including hot tubs and spas) shall be permitted on any Lot. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the Reviewing Entity. The design and location of all in-ground pools, hot tubs, spas and appurtenances must incorporate, at a minimum, the following: (i) design, color and materials must be approved by the Reviewing Entity and (ii) pumps, filters, heaters and similar mechanical equipment shall be located on the sides or rear of Homes in a location that does not obstruct access to the rear yard by commercial mowers (e.g. not directly adjacent to similar equipment of the neighboring Home in the side yard or occupying the entire side yard from the Home to the property line). Pool screening shall not extend beyond the sides of the Home without the express approval of the Reviewing Entity. All pools shall be adequately maintained. Unless installed by Declarant, no diving boards, slides and/or platforms shall be permitted without the approval of the Reviewing Entity. Each Owner understands that some Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

22. Satellite Dishes and Antennas.

(a) Unless applicable law otherwise requires or as set forth below, exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be prohibited unless completely contained within the Home so as not to be visible from outside the dwelling or unless otherwise approved by the Reviewing Entity.

(b) Notwithstanding the foregoing, the following may be placed on a Unit:

(i) one (1) satellite antenna/dish measuring no more than one meter (39.37") in diameter, that is designed to receive: (1) direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; or (2) video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and

(ii) an antenna that is designed to receive local television broadcast signals.

(c) Antennas permitted pursuant to Subsection 22 (b) above shall not extend above the ridge line of any roof or be visible from any street unless: (i) reception of an acceptable quality signal is not possible from any location on the Home that satisfies the preceding requirement; or (ii) satisfying such requirement would impose an unreasonable expense or delay in installation ("Mitigating Circumstances"), in which event the antenna may

extend above the ridge line of the Home or be installed in a location visible from any street and if there is no location on the Home that will avoid Mitigating Circumstances, the antenna may be mounted on a masts (if, but only if, mounting on a mast is necessary in order to reach the height needed to receive or transmit an acceptable quality signal (e.g. maintain line-of-sight contact with the transmitter or view the satellite)), subject to reasonable requirements as may be promulgated by the Board for safety purposes if such mast exceeds 12' in height.

(d) With respect to any antenna, the Reviewing Entity shall have the right to impose reasonable screening requirements such that the antenna is not visible from any street or other Home; provided that installation of the screening will not delay installation of the antenna (or if it would, the antenna may be installed first and the screening within a reasonable period of time thereafter) or impose unreasonable expense on the Owner.

(e) No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

(f) To the extent not inconsistent with the foregoing, installation, maintenance and use of all antennas shall comply with restrictions adopted by the Reviewing Entity and/or the Board, subject to then applicable legal requirements. To the extent applicable law permits more stringent or requires more lenient rules than are set forth above, the foregoing requirements will be deemed modified to comply with any more lenient laws or regulations and the Board may amend the foregoing requirements to impose any more stringent laws or regulations.

(g) Declarant and the Board shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Properties.

23. Solar Equipment. Except as otherwise provided in Section 163.04, Florida Statutes, (or any other law or regulation applicable to the Property) and subject to the requirements of such provision, if and to the extent applicable, no solar equipment may be installed without prior written approval from the Reviewing Entity, including, without limitation, the specific location where solar collectors may be installed on the roof.

24. Signs. Unless, if and to the extent that Law prohibits the restriction thereof, no sign (including, without limitation, brokerage and/or for sale/lease/rent signs) banner, circular, poster, billboard, flyer, advertisement, notice and/or other lettering shall be exhibited, displayed, inscribed, painted and/or affixed in, on or upon any part of the Community, including, without limitation, any Home, Lot and/or Parcel, that is visible from the outside the Lot or Parcel, and/or in, on or upon any vehicle (anywhere within the Community), without prior written approval from the Reviewing Entity; provided however, signs required by governmental agencies and approved by the Reviewing Entity may be displayed (e.g. permit boards). Informational "tubes" and other types of containers or dispensers intended to hold and provide information are deemed to be signs for the purposes of this Section. The following additional provisions to Lots and Parcels within the Community:

(a) Each Owner agrees that Declarant or a Builder may post on such Owner's Lot, prior to initial occupancy of the Home, a sign setting forth the Owner's name and the name of the architect and Builder of the Lot.

(b) "For Sale", "For Lease", "For Rent" "Open House" and similar signs must be approved by the Reviewing Entity and shall be no larger than 12" x 12". No sign may be placed in the window of a Home.

(c) No "For Sale", "For Lease", "For Rent" "Open House" and similar signs may be displayed by an Owner or by any person or entity acting on behalf of any Owner, in any road median, road shoulder and/or other location visible to the public within one-half (1/2) mile of the external boundaries of the Project, except in locations specifically authorized by the Association.

(d) An "Open House" sign indicating that the Owner of the Lot is hosting such an event may be placed only in the Front Yard of a Home (and in no other location within the Community, unless the Association,

approves in writing a specific location for the display of such information) for a period not to exceed two (2) continuous days, and during such two (2) continuous days may only be posted during the hours the Home is actually open for inspection. Such sign may be no larger than eighteen (18) inches by twenty-four (24) inches and may not be illuminated in any manner.

(e) One (1) sign per candidate not exceeding eighteen (18) inches by twenty-four (24) inches containing political or similar endorsements may be posted on a Lot. Such sign may only be posted for forty-five (45) days prior to an election or a vote on a referendum and for two (2) days thereafter.

(f) The prohibitions on signs displayed in, on or upon vehicles contained above in this Article 24 shall not apply to Commercial Vehicles if and to the extent that the same are otherwise permitted within the Community.

25. **Flags and Flagpoles.** An Owner, Declarant and the Association may each display, in a respectful manner, 1 portable, removable United States flag or official flag of the State of Florida, and 1 portable, removable official flag not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner, Declarant and the Association may each erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole one (1) official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County or City and all setback and locational criteria established by the Association and ARC. Except as otherwise provided above and/or in Section 720.304(2)(b), Florida Statutes, and subject to the requirements of such provision, no flags and/or flag poles are permitted without the prior written approval of the Reviewing Entity.

26. **No Sports Equipment.** No Owner and/or Invitee shall install and/or place outside of the interior of any Home any recreational, playground and/or sports equipment, including, without limitation, tree houses, basketball backboards, trampolines, skateboard ramps and/or play structures within the Community. Prior to the Community Completion Date, except those installed by Declarant, no recreational, playground and/or sports equipment shall be installed or placed within or about any portion of the Community without prior written consent of the Reviewing Entity and thereafter, by the Board.

27. **Storage.** No temporary or permanent utility or storage shed, building, tent and/or other structure or improvement shall be constructed, erected, altered, modified and/or maintained on any Lot without the prior approval of the Reviewing Entity.

28. **Substances.** No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste and/or other substance shall be kept on any portion of the Community, including, without limitation, any Home or Parcel, except those which are required for normal household use (as to Homes and Parcels) or the normal operation and maintenance of the Common Areas.

29. **Visibility on Corners.** Notwithstanding anything to the contrary in the Governing Documents, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Reviewing Entity and any Law. In furtherance and not in limitation of the foregoing, no vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

30. **Water Intrusion.** Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure that such Owner's Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows or doors open in humid conditions can result in condensation, mold or water intrusion. Neither

Declarant, any Builder or Association (nor any of their respective Representatives) shall have liability under such circumstances for any damage or loss that an Owner may incur. **FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER AND ITS INVITEES ARE HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, FOR AND ON BEHALF OF THEMSELVES AND THEIR INVITEES, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT INDEMNIFIED PARTIES AND ANY BUILDER FROM ANY AND LIABILITY RESULTING FROM SAME.**

31. Septic. No septic tanks are permitted on or under any Lot.

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

33. Window Treatments. Unless otherwise approved in writing by the Reviewing Entity: (i) window treatments shall consist of drapes, blinds, decorative panels and/or other customary window covering; (ii) window treatments visible from outside the Lot shall be of a neutral color, such as white, off-white or wood tones; (iii) no newspaper, aluminum foil, sheets and/or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired; (iv) no security bars shall be placed on the windows of any Home, unless otherwise approved by the Reviewing Entity; (v) no awnings, canopies and/or shutters shall be affixed to the front or side exterior of a Home and awnings, canopies and shutters on the rear of any Home must be approved by the Reviewing Entity; and (vi) no reflective tinting or mirror finishes on windows shall be permitted.

34. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the Reviewing Entity. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any approved hurricane shutters may be installed or closed no more than forty-eight (48) hours prior to the predicted landfall of a named storm or hurricane and must be removed or opened (as applicable) within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may otherwise determine. Except as the Board may otherwise determine, shutters may not be closed at any time other than a storm event. Any approval by the Reviewing Entity shall not be deemed an endorsement of the effectiveness of hurricane shutters.

35. Workers. Workers hired by any Owner and/or Occupant for any purpose including, without limitation, maintenance, landscaping, or housekeeping may not congregate in or about the Common Areas or make any personal use of such Common Areas.

36. Disputes as to Use. The final determination of what constitutes a violation of the Rules and Regulations shall be made by the Board and shall be conclusive and binding on all parties.

**EXHIBIT "E"**  
**DECLARANT'S PROPERTY**

A TRACT OF LAND, BEING LOTS 69 THROUGH 76, LOTS 85 THROUGH 92, LOTS 103 THROUGH 106 AND LOTS 119 THROUGH 122, ALL OF THE PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 20, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 26, LESS THE RIGHT-OF-WAY FOR ALLIGATOR LAKE ROAD AND LESS THE RIGHT-OF-WAY OF HICKORY TREE ROAD AND LESS THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4805, PAGES 1214 THROUGH 1216, ALL OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, TOGETHER WITH THOSE INTERIOR AND ADJACENT UN-NAMED ROAD RIGHT-OF-WAYS AS SHOWN ON SAID PLAT, AND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, AND ALL OF LOTS 6 AND 11 AND PORTION OF LOTS 4, 5, AND 12, TOGETHER WITH THOSE INTERIOR AND ADJACENT UNNAMED ROADS OF THE PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 29, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 51, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°36'24" EAST ALONG THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 20.00 FEET TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF HICKORY TREE ROAD; THENCE RUN NORTH 00°23'53" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°23'53" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 2585.31 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ALLIGATOR LAKE ROAD (STATE ROAD NO. 534A); THENCE RUN SOUTH 89°55'23" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 2317.43 FEET TO A POINT LYING ON THE WEST LINE OF THE ABOVE REFERENCE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4805, PAGES 1214 THROUGH 1216, OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°17'19" WEST, ALONG SAID WEST LINE, 304.51 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 69 OF SAID PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S; THENCE RUN SOUTH 89°53'00" EAST ALONG THE SOUTH LINE OF SAID LOT 69 A DISTANCE OF 303.50 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°17'19" WEST, ALONG SAID EAST LINE, 2315.07 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE RUN SOUTH 89°36'24" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 390.92 FEET TO A POINT LYING ON THE NORMAL HIGH WATER LINE OF ALLIGATOR LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE RUN SOUTHWESTERLY ALONG THE WATERS OF ALLIGATOR LAKE 10 FEET, MORE OR LESS, TO A POINT LYING SOUTH 11°35'05" WEST, 10.19 FEET FROM THE AFORESAID POINT "A", THENCE DEPARTING SAID NORMAL HIGH WATER LINE, RUN NORTH 89°36'24" WEST, 398.92 FEET; THENCE RUN NORTH 00°17'19" EAST, 57.85 FEET; THENCE RUN NORTH 89°42'41" WEST, 121.61 FEET TO A POINT LYING ON A NON-TANGENT CURVE CONCAVE WESTERLY, THENCE RUN SOUTHERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 86°33'17", AN ARC LENGTH OF 65.53 FEET, A CHORD LENGTH OF 68.55 FEET AND A CHORD BEARING OF SOUTH 08°26'23" WEST; THENCE NON-RADIAL TO SAID CURVE, RUN SOUTH 66°17'09" EAST, 77.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 48°48'08", AN ARC LENGTH OF 40.03 FEET, A CHORD LENGTH OF 38.83 FEET AND A CHORD BEARING OF SOUTH 41°53'05" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 30°20'39", AN ARC LENGTH OF 31.78 FEET, A CHORD LENGTH OF 31.41 FEET AND A CHORD BEARING OF SOUTH 32°39'20" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 47°49'39", AN ARC LENGTH OF 39.23 FEET, A CHORD LENGTH OF 38.10 FEET AND A CHORD BEARING OF SOUTH 23°54'50" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°00'01" EAST, 4.54 FEET; THENCE RUN SOUTH 89°36'24" EAST,

373.56 FEET TO A POINT LYING ON AFORESAID NORMAL HIGH WATER LINE OF ALLIGATOR LAKE; THENCE RUN SOUTH 11°35'05" WEST, 140.21 FEET, SAID POINT LYING 65.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF AFORESAID LOT 4 OF SAID PLAT OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S SECTION 29; THENCE RUN NORTH 89°36'24" WEST, PARALLEL TO SAID SOUTH LINE OF LOT 4, A DISTANCE OF 407.52 FEET TO A POINT LYING 65.00 FEET WEST OF, BY PERPENDICULAR MEASURE, THE EAST LINE OF THE AFORESAID LOT 5, OF SAID PLAT OF SEMINOLE LAND AND INVESTMENT COMPANY'S SECTION 29; THENCE RUN SOUTH 01°38'08" EAST, PARALLEL TO SAID WEST LINE OF LOT 5, A DISTANCE OF 392.96 FEET TO A POINT LYING ON THE SOUTH LINE OF THE ABOVE REFERENCED LOT 12 OF SAID PLAT OF THE SEMINOLE LAND AND INVESTMENTS COMPANY'S SECTION 29; THENCE RUN NORTH 89°36'24" WEST, ALONG THE SOUTH LINE OF SAID LOT 12 AND THE SOUTH LINE OF AFORESAID LOT 11, A DISTANCE OF 1222.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11 AND THE WEST LINE OF THE AFORESAID LOT 6 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 675.85 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 89°36'24" WEST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 35.01 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°20'35" WEST, 20.00 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF UN-NAMED ROAD; THENCE RUN NORTH 89°36'24" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1285.42 FEET TO THE POINT OF BEGINNING.

COPY

**EXHIBIT "F"**  
**HANOVER LAKES**  
**NAVIGABLE RETENTION POND, BOAT RAMP AND BOAT LIFT**  
**RULES AND REGULATIONS**

**Rules and Regulations Governing the Navigable Retention Pond**

1. **Defined Terms.** In addition to the terms defined elsewhere in these Rules and Regulations Governing the Navigable Retention Pond (these "**Rules and Regulations**"), all initially capitalized terms herein shall have the same meaning set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes (the "**Declaration**").

2. **Applicability.**

2.1 These Rules and Regulations apply to each homeowner ("**Owner**") in the Hanover Lakes Community (the "**Community**") and operator of any powered watercraft and/or sailboat (collectively, "**Watercraft**") on the internal, navigable network of retention ponds constituting part of the Surface Water Management System and providing access, via the Boat Lift, to Alligator Lake (the "**Navigable Retention Pond**"). No Watercraft shall be operated on the Navigable Retention Pond if such Watercraft does not belong to an Owner or Owner's immediate family. The Owner shall ultimately be responsible for, and have the duty to, ensure that the operation of the Watercraft is at all times in full compliance with these Rules and Regulations. The violation of any of these Rules and Regulations by any Owner, any member of his or her family, or any guest shall result in possible criminal or civil liability under Florida Law, as well as fines and/or the temporary or permanent loss of the Owner's privilege to use the Navigable Retention Pond for boating activities, as may be determined and ordered by the Board of Directors of the Association (the "**Board**") (or its designated committee, if established) following notice to the Owner and an opportunity to be heard on the charges and violations.

2.2 The Association shall adopt a procedure to ensure: (a) that each existing and future Owner is given a copy of these Rules and Regulations; and (b) that before being entitled to operate any Watercraft on the Navigable Retention Pond, the Owner has signed the form approved by the Board acknowledging his or her agreement to abide with and be bound by these Rules and Regulations, and has provided such executed form to the Association (through its Management Company).

3. **Permissible Watercraft, Associated Requirements and Restrictions.** No Watercraft shall be permitted to operate on the Navigable Retention Pond unless it meets each of the following requirements:

3.1 Watercraft (other than jet skis and airboats) are permitted in the Navigable Retention Pond. Such Watercraft may not exceed twenty-six (26) feet in length and ten (10) feet in height. In addition to the foregoing, man powered Watercraft such as canoes and kayaks are permitted in the Navigable Retention Pond.

3.2 No Watercraft shall be permitted to operate on the Navigable Retention Pond if it is not properly registered under Florida law and if it is not also registered with, and has been issued a decal ("**Decal**") by, the Association or temporary identification by the Association (through its Management Company).

3.3 All Watercraft on the Navigable Retention Pond shall be maintained in seaworthy condition with due regard to fire and safety hazards and the Owner shall be responsible for pumping his Watercraft when necessary. Watercraft showing unusual leakage must be repaired or removed from the Navigable Retention

Pond. Should any Watercraft sink in the Navigable Retention Pond, it shall be the responsibility of the Owner to remove such Watercraft from the Navigable Retention Pond within twenty-four (24) hours without cost, expense or damage to the Association. In the event such sunken Watercraft is not removed as provided herein, the Watercraft may be removed by the Association at the sole cost and expense of the Owner.

3.4 No Watercraft which is leaking fuel or other potentially hazardous or environmentally damaging liquids or other substances shall be permitted to operate on the Navigable Retention Pond. In the event of any violation of the aforesaid, any environmental clean-up undertaken by the Association will be at the sole cost and expense of the Owner of the Watercraft.

3.5 No Watercraft shall be permitted to operate on the Navigable Retention Pond without having on board all necessary safety equipment required by Florida and/or Federal law, which may include, without limitation, life preservers or vests for each person on board, a fire extinguisher, and a whistle, horn or other similar device.

3.6 No Watercraft shall be permitted to operate on the Navigable Retention Pond unless it meets the following sound level requirements:

3.6.1 The exhaust of every internal combustion engine used on any Watercraft operated on the Navigable Retention Pond shall be effectively muffled by equipment so constructed and used as to muffle the noise of the exhaust in a reasonable manner.

3.6.2 No Watercraft shall be operated on the Navigable Retention Pond if the sound level of such Watercraft exceeds the sound level emitted by the Watercraft when originally equipped by the manufacturer (*i.e.*, no manufacturer's supplied muffling system may be removed, disabled or otherwise altered if such a modification or change increases the noise level emitted by the Watercraft).

3.7 No Watercraft shall be operated on the Navigable Retention Pond unless the Owner or operator of such Watercraft has in force and effect liability insurance covering personal injury and property damage resulting from the operation of the Watercraft with limits of no less than One Hundred Thousand Dollars (\$100,000) in personal injury liability and Twenty-Five Thousand Dollars (\$25,000) in property damage. Such policy of insurance shall contain an endorsement naming the Association as additionally insured. The Owner shall provide the Association with a copy of the declarations page and Certificate of Insurance for such insurance policy prior to being issued a Decal and being permitted to operate any Watercraft on the Navigable Retention Pond.

3.8 Only Watercraft in good condition which are able to operate under their own power and/or sail shall be permitted on the Navigable Retention Pond at any time.

3.9 Laundry shall not be hung or spread to dry or air in public view from any Watercraft or dock. Decks of Watercraft docked on the Navigable Retention Pond shall be kept free and clear of all debris, bottles, papers, trash and unsightly materials at all times.

3.10 Advertising or soliciting shall not be permitted on or from any Watercraft moored on the Navigable Retention Pond, nor shall any "For Sale," "For Charter," "For Hire" or any other such signs be placed on any Watercraft any time except for lettering, registration number, flags and other displays customarily found on recreational Watercraft. The Community employees are authorized to remove all signs in violation of these provisions.

3.11 No illegal activity or drugs or other contraband shall be conducted, used or stored on the Navigable Retention Pond or Community property at any time.

3.12 Sailboat Owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Board (through its Management Company) shall be authorized to tie off halyards and charge a nominal fee as may be established from time to time.

3.13 Owners of Watercraft are prohibited from anchoring their Watercraft in the Navigable Retention Pond overnight. The aforesaid also pertains to the attachment of Watercraft to buoys.

4. Limitation on Number of Watercraft per Owner. No Owner shall be permitted to have in operation on the Navigable Retention Pond at the same time more than two (2) Watercraft.

5. Qualifications Required to Operate Watercraft on the Navigable Retention Pond:

5.1 No person under the age of sixteen (16) shall operate (or be permitted by the responsible Owner to operate) a Watercraft on the Navigable Retention Pond.

5.2 No person between the ages of sixteen (16) and twenty-one (21) years may operate a Watercraft on the Navigable Retention Pond unless at least one of the following conditions are met:

5.2.1 The person has in his or her possession aboard the Watercraft photographic identification and a boater safety identification card issued by the appropriate governmental authority which shows that he or she has completed a boater education course that meets the minimum 8-hour instruction requirement established by the National Association of State Boating Law Administrators or passed a course equivalency examination approved by the Association; or

5.2.2 The person is licensed by the United States Coast Guard to serve as master of a Watercraft; or

5.2.3 The person is accompanied in the Watercraft:

5.2.3.1 by a person who is exempt from this section under subsection 5.2 who is attendant to the operation of the Watercraft and responsible for a violation that occurs during the operation; or

5.2.3.2 by a person over the age of twenty-one (21) who is attendant to the operation of the Watercraft and responsible for any violation that occurs during the operation; or

5.2.3.3 by a person who holds an identification card in compliance with Section 5.2.1 above, is eighteen (18) years of age or older, and is attendant to the operation of the Watercraft and responsible for any violation that occurs during the operation.

6. Hours of Operation of Vessels or Watercraft. A person shall not operate a Watercraft on the Navigable Retention Pond any earlier than one-half hour before sunrise or any later than one-half hour after sunset.

7. Requirements as to Use of Personal Flotation Devices. No person may operate, or permit a Watercraft to be operated on the Navigable Retention Pond, unless the following requirements regarding the use of personal flotation devices are met:

7.1 Every person riding on or being towed behind a Watercraft must be wearing a personal flotation device approved by the United States Coast Guard.

7.2 Every person riding in a Watercraft under six (6) years of age (while such Watercraft is underway) and every person being towed behind a Watercraft must be wearing a personal flotation device approved by the United States Coast Guard.

8. Operational Requirements in "No Wake" Zones: The Navigable Retention Pond is a no wake zone and boats are not permitted to travel more than five (5) miles per hour. For purposes of this regulation, a "no wake" speed is one defined to mean that the Watercraft: (a) is not operating on a plane; (b) is not in the process of coming off plane and settling into the water, (c) is not in the process of accelerating, and (d) produces no wake or no more wake than the minimum amount of wake necessarily created by the Watercraft in order to properly steer the Watercraft.

9. Vessels and Watercraft Must be Operated In a Careful and Prudent Manner; Operational Requirements:

9.1 Any person operating a Watercraft on the Navigable Retention Pond shall operate the Watercraft in a reasonable and prudent manner, having regard for other waterborne traffic, the maximum speed limit, no wake/idle speed zone restrictions, and all other attendant circumstances as not to endanger the life, limb, or property of any person.

9.2 Any person operating a Watercraft on the Navigable Retention Pond shall make a reasonable effort to maintain a distance of one hundred (100) feet from all other Watercraft.

9.3 Racing, "hot-dogging," and similar potentially dangerous operations are prohibited, including without limitation:

9.3.1 The racing of Watercraft on the Navigable Retention Pond.

9.3.2 Maneuvers which unreasonably or unnecessarily endanger life, limb, or property, including, but not limited to, weaving through congested Watercraft traffic and swerving at the last possible moment to scare, spray or avoid collision with another Watercraft or person.

9.4 A person may not operate a Watercraft on the Navigable Retention Pond towing a person on water skies, or an aquaplane, wakeboard, inner tubes, sleds, or similar device.

10. Swimming Prohibited. Swimming is expressly prohibited in the Navigable Retention Pond.

11. Private Docks.

11.1 Owners may construct docks on the Navigable Retention Pond adjacent to their Lots for use with their Watercraft strictly in accordance with the provisions of the Declaration and subject to the following:

11.1.1 Private Dock sizes, locations, materials, layout (shape), color, accessories, electric service and water supply shall be Lot specific and have been predetermined (the "**Predetermined Dock Specifications**") There shall be no exceptions to the Predetermined Dock Specifications. As shown on the Predetermined Dock Specifications, Owners of Homes on some interior lake Lots may not install a Private Dock.

11.1.2 Once constructed, no additions or deletions will be allowed to Private Docks.

11.1.3 Once constructed, no attachments to Private Docks will be allowed unless otherwise included in the Predetermined Dock Specifications.

11.1.4 Private Docks may accommodate any Watercraft with a maximum length of twenty-six (26) feet and a maximum height of ten (10) feet. Depending on the length of a Watercraft, type of Watercraft, draw of a Watercraft, and angle of a Private Dock to the shoreline, a portion of a Watercraft may protrude past the end of a Private Dock.

11.2 Private Docks may only be used for boat docking and fishing. No swimming, diving, or any other activities, with the exception of boat docking and fishing, shall be allowed from any Private Dock.

11.3 Motorized and electrical boats may not be launched or left on the Beach or shore comprising part of the Community Property.

11.4 Boats should be stored in a Home's garage or in the water adjacent to a Private Dock if a Home has such a Dock.

11.5 Boat lifts accommodating up to a twenty-six (26) foot Watercraft are available as permitted by the Board from time to time.

12. **Boat Fueling.** No fueling is permitted for Watercraft on the water or on any Dock. All fueling will only be permitted on land within the Community Property, as defined in the Declaration, from aboveground storage tanks and/or handheld containers.

13. **Boat Lift.**

13.1 The Boat Lift is subject to additional rules and regulations that may be promulgated by the Board from time to time.

13.2 Each Owner shall be given an Access Card to allow such Owner access to the Boat Lift.

13.3 The Boat Lift is intended to provide access from the Navigable Retention Pond to the Alligator Chain of Lakes.

13.4 During periods of high tide or excessive rain, the water level within the Navigable Retention Pond may increase so that boats will be unable to fit underneath bridge overpasses giving access to the Boat Lift. Access to the Alligator Chain of Lakes will be limited during periods of high water. Neither Declarant nor Association can guarantee access to the Alligator Chain of Lakes as it is a public lake affected by water management requirements of applicable governmental authorities. Use of the Boat Lift and adjacent ramps are

governed by the Declaration, these Rules and Regulations and other applicable Florida laws and is at each Owner's sole risk.

14. Environmental Protection. Refuse, trash and/or garbage shall not be thrown overboard. Disposal of engine oils, filters, spirits, combustible liquids, etc., in the proper and approved manner is the responsibility of the Owner. Failure to properly dispose of such items will be reported to the appropriate governmental authorities for prosecution under applicable environmental laws. In addition, the Owner will be responsible for all cleanup costs. Charcoal or open flame fires will not be permitted on docks or Watercraft at any time.

15. Enforcement of State and County Laws, as Supplement by These Regulations, on the Navigable Retention Pond. The Board, through the authority granted to it by the Community Documents, hereby authorizes the officers of any state or local law enforcement agency having the authority to enforce boating and marine safety laws on the waters of the State of Florida to likewise enforce such laws on the Navigable Retention Pond. Further, the Board may employ qualified individuals to assist it in enforcing these Rules and Regulations, if the Board in its discretion, determines that such is necessary to further the interests of the Association in maintaining the safety of all people and property on the Navigable Retention Pond, the water quality of the Navigable Retention Pond and its aquatic life and habitats, and/or the peaceful enjoyment and property values of those Owners living adjacent to the Navigable Retention Pond. The Board is authorized to adopt a system whereby violations of these Rules and Regulations may (in addition to the penalties provided for by State or local law) also result in fines assessed against an Owner, and/or temporary or permanent suspension of an Owner's privilege to use the Navigable Retention Pond for boating activities involving Watercraft.

16. Notice. The Board will provide a copy of these Rules and Regulations to all Owners.

17. Amendment. These Rules and Regulations may be amended by the Board from time to time at the Board's sole and absolute discretion.

## **HANOVER LAKES**

### **BOAT LIFT INSTRUCTIONS**

1. Only residents of Hanover Lakes who have received a key for the Boat Lift may operate the lift.
2. No one under the age of 17 may operate the Boat Lift.
3. No person shall be in the boat while the lift is operating.
4. The Boat Lift shall not be operated by anyone under the influence of drugs or alcohol.
5. Do not exceed the maximum capacity of the lift that is posted on the lift.
6. No maintenance, repair or other activity of any kind may be performed on a boat while the boat is in the lift.
7. All persons in the vicinity of the lift must stand at least ten feet (10') away from the lift while it is operating.
8. Always return the straps to the "up" position at either end of the lift and do not leave them in the water or in the mud.
9. Use of the lift is on a first come, first served basis; be patient and wait your turn.
10. No trash shall be deposited on the Boat Lift property or in the vicinity of the Boat Lift, except in designated trash receptacles.
11. A user must use the boat wash apparatus to wash down the bottom (hull) of the boat so as to prevent the migration of algae, hydrilla, and other potential contaminants from Alligator Lake to the Navigable Retention Pond, and vice versa.
12. Pets at the Boat Ramp must be leashed and monitored at all times.
13. The Boat Ramp and Boat Lift hours are limited to sunrise to sunset.
14. The Boat Lift and Boat Ramp shall not be used during any thunder storm or other inclement weather.

**EXHIBIT "G"**  
**FORM OF PRIVATE DOCK LICENSE**

PREPARED BY AND RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REVOCABLE LICENSE

This Revocable License ("License") is made as of the \_\_\_\_ day of \_\_\_\_, 20\_\_ by OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT (the "CDD"), and \_\_\_\_\_ ("Owner").

RECITALS:

- A. The CDD is the a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, the functions of which are more particularly described pursuant to the Hanover Lakes Declaration (the "**Declaration**") recorded in Official Record Book \_\_\_\_, at Page \_\_\_\_, of the Public Records of Osceola County, Florida.
- B. Owner owns a Home in Lot \_\_\_\_, Block \_\_\_\_ of Hanover Lakes, according to the plat thereof, recorded in Plat Book \_\_\_\_ at Page \_\_\_\_ of the Public Records of Osceola County, Florida. The Home is contiguous to a portion of the Navigable Retention Pond, as described in the Declaration, which is a water body. CDD is the entity responsible for the ownership, maintenance and/or repair of such Navigable Retention Pond.
- C. Owner wishes to construct and maintain a Private Dock on the portion of the Community Property reflected on **Exhibit A** attached hereto (the "**Land**"). The CDD has consented to the construction of the Private Dock on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the mutual promises hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, CDD and Owner agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.
2. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
3. **License.** CDD hereby grants to Owner this revocable, exclusive License to use the Land adjacent to Owner's Home solely for the purpose of construction of the Private Dock.
4. **Subsequent Owners.** Any subsequent Owners of the Home shall be deemed to be the licensee hereunder to the same extent as if it were the Owner names herein if, at the time of conveyance of the Home to such subsequent Owner:
  - 4.1 The prior Owner is in full compliance with the terms and conditions of this License; and
  - 4.2 This license is transferred to such subsequent Owner by an instrument executed by current Owner, CDD, and such subsequent Owner and recorded among the Public Records of Osceola County, Florida.

5. Responsibility of Subsequent Owners. The recordation of a conveyance of the Home and an instrument transferring this License shall be deemed to be acceptance by a subsequent Owner of all terms, conditions and requirements of this License, and it shall be the responsibility of a subsequent Owner to determine whether the current Owner of the Home is in compliance with this License and any applicable government permits at the time of conveyance of the Home. The execution of any transfer of this License is not an agreement of CDD that the Private Dock is in compliance with the requirements of this License or the Declaration.

6. Construction. This License shall be construed in accordance with the laws of the State of Florida, contains the entire agreement and understanding between CDD and Owner with respect to the subject matter hereof, and shall be binding upon the parties hereto and their respective assigns.

7. Amendment. This License may not be modified or amended except by an instrument in writing signed by the CDD and Owner.

8. Notices. Any notice required or permitted hereunder shall be in writing, may be sent by United States certified mail, return receipt requested, personal delivery, telefax, or courier service to the address set forth in this License (or such other address either party hereto shall have furnished in writing to the other) and shall be deemed received upon actual receipt except if the addressee fails or refuses to accept delivery in which event, receipt shall be deemed to have taken place upon the first date of attempted delivery by any of the means set forth herein.

Address of CDD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Indemnification. Owner shall indemnify, defend and hold harmless CDD and Declarant, and their respective directors, officers, employees, attorneys and agent from and against all liability, claims, demands, costs, and expenses, whether justified or not, including attorney's fees, paraprofessional fees and expenses at administrative, trial, and appellate levels, which may be incurred or imposed upon any of them by reason of injury to or death of persons, damage to Home or any other claim or damage arising directly or indirectly out of Owner's use, construction or existence of the Private Dock on the Land.

10. No Liability. CDD shall have no responsibility or liability for injury to or the death of any person or damage to any Home by reason of its execution and delivery of this License or for any act or omission of Owner. The term Owner, for purposes of this paragraph, shall include any contractor or subcontractor employed to construct, maintain, repair or replace the Private Dock, members of the Owners' family and/or any of Owner's employees, guests, agents or invitees.

11. Compliance. When constructed, the Private Dock shall be constructed, maintained and operated solely in accordance with all permits issued therefore and in accordance with the requirements of the Declaration. The construction, existence, repair, replacement, maintenance and use of the Private Dock shall at all times be in compliance with applicable statutes, ordinances, rules and regulations, and permits and approvals issued in connection therewith, all of which shall be the responsibility of Owner at his or her sole cost and expense.

12. Insurance. As a condition to Owner's construction of the Private Dock on the Land and the subsequent use by the Owner thereof, Owner shall deliver to CDD evidence of there being in full force and effect liability insurance with respect to injury and damage to person and the Home in amounts reasonably determined by

the CDD. Such insurance shall be issued by an insurance company acceptable to the CDD and the CDD shall be named as additional insured. The insurance company shall furnish written evidence that the insurance shall not be terminated or modified in any manner except upon thirty (30) days prior written notice to the CDD. In the event that an Owner does not comply with the provisions of this Section 12, the CDD, if it is able to do so, may obtain such insurance and is authorized to impose an individual Assessment upon the Owner's Home in the amount of the required premium, but if it is not able to obtain such insurance or elects not to do so, the CDD shall have the right to terminate the use of the Private Dock, including, if necessary, the institution of legal action to enjoin such use. If CDD does not obtain such insurance, it shall not be liable or responsible for any loss or damage suffered by an Owner or any other person, or damage to the Private Dock or a Home.

13. Right to Remove. The CDD shall have the right to remove the Private Dock from the Land if the Owner fails to comply with the provisions hereof or the provisions of the Declaration. Such removal shall be at the total expense of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first-above written.

WITNESSES:

OSCEOLA CHAIN OF LAKES  
COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_, Chairperson

(Corporate Seal)

OWNER(S):

STATE OF FLORIDA     )  
                                  ):SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as Chairperson of the OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT, on behalf of the district who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, STATE OF FLORIDA  
Print Name:  
My Commission Expires:

STATE OF FLORIDA     )  
                                  ):SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, STATE OF FLORIDA

*Print Name:*

My Commission Expires:

COPY

**EXHIBIT A  
SKETCH OF HOME AND LOCATION OF  
PRIVATE DOCK AND LAND**

COPY

\\20110\24 - # 12121970 v6

**EXHIBIT "H"**  
**DISTRICT PERMIT**

[See attached.]

COPY



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE PERMIT NO. 49-02458-P  
DATE ISSUED: SEPTEMBER 16, 2016**

**PERMITTEE:** HANOVER LAND COMPANY  
(VISTA LAKES)  
2420 SOUTH LAKEMONT AVENUE SUITE 450,  
ORLANDO, FL 32814

**PROJECT DESCRIPTION:** AUTHORIZATION OF THE CONSTRUCTION AND OPERATION OF A STORMWATER MANAGEMENT SYSTEM SERVING 177.04-ACRE RESIDENTIAL DEVELOPMENT KNOWN AS VISTA LAKES, INCLUDING THE USE OF SOVEREIGN SUBMERGED LANDS.

**PROJECT LOCATION:** OSCEOLA COUNTY, SECTION 20 & 29 TWP 26S RGE 31E

**PERMIT DURATION:** See Special Condition No:1.

This is to notify you of the District's agency action concerning Permit Application No. 151006-17, dated October 6, 2015. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S.).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57 and Section 120.569, or request a judicial review pursuant Section 120.68, Florida Statutes.
2. The attached 18 General Conditions.
3. The attached 13 Special Conditions.
4. The attached 6 Exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition, please provide written objections, petitions and/or waivers to:

Office of the District Clerk  
South Florida Water Management District  
Post Office Box 24680  
West Palm Beach, FL 33416-4680  
e-mail: clerk@sfwmd.gov

Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

**CERTIFICATION OF SERVICE**

I HEREBY CERTIFY THAT this written notice has been mailed or electronically submitted to the Permittee (and the persons listed on the attached distribution list) this 19th day of September, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

By Cathy Widness  
DEPUTY CLERK  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Attachments

PAGE 1 OF 5

### SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on September 16, 2021.
2. Operation and maintenance of the stormwater management system shall be the responsibility of VISTA LAKES HOMEOWNERS ASSOCIATION INCORPORATED. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:  
  
Structure: CS-01  
8-5" dia. CIRCULAR ORIFICES with invert at elev. 68' NAVD 88.  
240 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.  
1-36" W X 79" L drop inlet with crest at elev. 68.6' NAVD 88.  
Receiving body : Alligator Lake  
Control elev : 68 feet NAVD 88.
4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
6. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) under this application number.  
Exhibit No. 1 Location Map  
Exhibit No. 2 Construction Plans, Pages 1 - 20  
Exhibit No. 3 Environmental Exhibits, Pages 1 - 12  
Exhibit No. 4 Sovereign Submerged Lands Documents, Pages 1 - 49  
Exhibit No. 5 Post Development Drainage Basin Map, Page 1  
Exhibit No. 6 Pre- & Post-Development 100-Year Floodplain Maps, Pages 1 - 2
7. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.  
  
The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.  
  
To schedule a pre-construction meeting, please contact ERC staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: [pre-con@sfwmd.gov](mailto:pre-con@sfwmd.gov). When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
8. Minimum building floor elevation: BASIN: 1 - 70.31 feet NAVD 88.
9. Minimum road crown elevation: Basin: 1 - 70.00 feet NAVD 88.
10. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 3, the permittee shall submit documentation 3.20 freshwater herbaceous credits have been deducted from the ledger for Southport Ranch Mitigation Bank.

11. Prior to November 30, 2016 and prior to the commencement of construction, whichever occurs first, the permittee shall submit the following via ePermitting or to the Environmental Compliance staff at the local District office:
  - One certified copy of the recorded conservation easement document including exhibits.
  - A CD or DVD containing the easement data in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet.
  - A map depicting the Conservation Easement over the best available satellite or aerial imagery.
  - Form 1001 ERP REG: Title, Possession, and Lien Affidavit, fully executed by the owner and notarized.

The recorded easement shall utilize the form attached as Exhibit No. 3. This Exhibit may not be modified. The easement must be free of mortgages, liens, easements or other encumbrances or interests in the easement which District staff states are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.
12. Prior to the commencement of construction and pursuant to Section 4.2.3(d)(3) of Applicant's Handbook Volume I, the permittee shall demonstrate ownership of the project area to the District's Environmental Resource Compliance staff.
13. Floodplain compensation storage for this project shall be constructed and operational prior to the placement of any fill between the average wet season water table elevation and the 100 year flood elevation that would adversely affect the rights of others.

### GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified

herein or in Chapter 62-330, F.A.C.;

- b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
  11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
  12. The permittee shall notify the Agency in writing:
    - a. Immediately if any previously submitted information is discovered to be inaccurate; and
    - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
  13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
  14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
  15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
  16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
  17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
  18. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

## **NOTICE OF RIGHTS**

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

### **INITIATION OF AN ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

**FINAL APPROVED BY  
EXECUTIVE DIRECTOR  
SEPTEMBER 16, 2016**

Last Date For Agency Action: October 2, 2016

**INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT**

**Project Name:** Vista Lakes

**Permit No.:** 49-02458-P

**Application No.:** 151006-17 **Associated File:** 151007-6 **WU** **Concurrent**

**Application Type:** Environmental Resource (New Construction/Operation)

**Location:** Osceola County, S20 & 29/T26S/R31E

**Permittee :** Hanover Land Company

**Operating Entity :** Vista Lakes Homeowners Association Incorporated

**Project Area:** 177.04 acres

**Permit Area:** 177.04 acres

**Project Land Use:** Residential

**Drainage Basin:** ALLIGATOR LAKE

**Receiving Body:** Alligator Lake

**Class:** CLASS III

**Special Drainage District:** NA

**Total Acres Wetland Onsite:** 6.94

**Total Acres Wetland Preserved Onsite:** .52

**Total Acres Impacted Onsite :** 6.42

**Total Acres Presv/Mit Compensation Onsite:** .52

**Offsite Mitigation Credits-Mit.Bank:** 3.20 Southport Ranch Mitigation Bank

**Conservation Easement To District :** No

**Sovereign Submerged Lands:** Yes

**Type:** Easement

**PROJECT SUMMARY:**

This Environmental Resource Permit authorizes construction and operation of a stormwater management system serving 177.04-acre residential development for a project known as Vista Lakes. Additionally, this permit includes authorization to use Sovereign Submerged Lands.

Construction consists of residential lots and an internal roadway system served by a stormwater management system consisting of one wet detention pond. Runoff from the site will be directed into the pond for the required water quality treatment and attenuation prior to discharge. Additionally, a boat lift from the pond connecting to Alligator Lake will be constructed.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.).

**PROJECT EVALUATION:****PROJECT SITE DESCRIPTION:**

The project site is located south of U.S. 192 and east of Hickory Tree Road in Osceola County. Refer to Exhibit 1 for a location map.

There are no permitted stormwater management facilities within the project area. The project site contains groves, undeveloped lands, drainage ditches and wetland areas.

Information on the wetlands and surface waters within the project can be found in the Wetlands and Surface Waters section of this staff report.

**LAND USE:****Construction  
Project:**

	<b>This Phase</b>	<b>Total Project</b>	
Building Cover New	40.41	40.41	acres
Natural Areas	6.62	6.62	acres
Pavement	23.61	23.61	acres
Pervious	68.19	68.19	acres
Preserved	1.09	1.09	acres
Wet Detention	37.12	37.12	acres
<b>Total:</b>	<b>177.04</b>	<b>177.04</b>	

**WATER QUANTITY :****Discharge Rate :**

As shown in the table below, the project discharge is based on the pre- versus post- development discharge rate for the area.

Discharge Storm Frequency : 10 YEAR-3 DAY

Design Rainfall : 8 inches

<b>Basin</b>	<b>Allow Disch (cfs)</b>	<b>Method Of Determination</b>	<b>Peak Disch (cfs)</b>	<b>Peak Stage ( ft, NAVD 88)</b>
1	66.63	Pre Vs Post	66.63	69.59

**Finished Floors :**

As shown in the following table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 12 inches

<b>Basin</b>	<b>Peak Stage ( ft, NAVD 88)</b>	<b>Proposed Min. Finished Floors ( ft, NAVD 88)</b>	<b>FEMA Elevation ( ft, NAVD 88)</b>
1	70.21	70.31	68

**Road Design :**

As shown in the following table, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 10 YEAR-1 DAY

Design Rainfall: 6 inches

Basin	Peak Stage ( ft, NAVD 88)	Proposed Min. Road Crown ( ft, NAVD 88)
1	69.2	70

**Flood Plain/Compensating Storage:**

The total floodplain impacts of 10.96 acre-feet are based on: Flood Zone 1 = 4.13 acre-feet at 100-year flood elevation of 66.0 NAVD, Flood Zone 2 = 1.83 acre-feet at 100-year flood elevation of 67.0 NAVD, Flood Zone 3 = 0.37 acre-feet at 100-year flood elevation of 69.0 NAVD and Flood Zone 4 = 4.63 acre-feet at 100-year flood elevation of 71.0 NAVD.

Total floodplain compensating storage of 133.28 acre-feet will be provided in two floodplain compensating storage areas: Pond 1 (124.51 acre-feet for flood elevations above elevation 68.0 feet NAVD) and Alligator Lake Dredge Area (8.77 acre-feet for flood elevations below elevation 68.0 feet NAVD). Please see Exhibits 6 and 7 for floodplain impact and compensating storage calculations as well as pre-development and post-development 100-year floodplain storage maps.

Displaced Volume	Compensating Volume	100-Year Stage Elevation
10.96 ac-ft	133.28 ac-ft	ft-NAVD 88

**Control Elevation :**

Basin	Area (Acres)	Ctrl Elev ( ft, NAVD 88)	WSWT Ctrl Elev ( ft, NAVD 88)	Method Of Determination
1	177.04	68	68.00	Wet Season Soil Borings

**Receiving Body :**

Basin	Str.#	Receiving Body
1	CS-01	Alligator Lake

**Discharge Structures:** Note: The units for all the elevation values of structures are ( ft, NAVD 88)

**Culverts:**

Basin	Str#	Count	Type	Width	Length	Dia.
1	CS-01	1	Reinforced Concrete Pipe		240'	48"

**Inlets:**

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
1	CS-01	1	Fdot Mod H Drop Inlet	36"	79"		68.6

**Water Quality Structures:** Note: The units for all the elevation values of structures are ( ft, NAVD 88)

**Bleeders:**

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
1	CS-01	8	Circular Orifice				5"		68

**WATER QUALITY :**

No adverse water quality impacts are anticipated as a result of the proposed project. Water quality treatment for one inch over the basin area is provided in the stormwater management system.

Pursuant to Appendix E of Applicant's Handbook Volume II, the provided water quality treatment volume includes an additional 50% above the requirements as reasonable assurance that the project will not have an adverse water quality impact on the downstream receiving body.

The applicant provided pollutant loading calculations determining that the proposed stormwater management system reduces the post-development loading of total phosphorous to levels below the loadings generated under pre-development condition. The pollutant loading calculations are based on the removal characteristics associated with the system.

The project also includes an Erosion Control Plan (Exhibit 2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Basin	Treatment Method			Vol Req.d (ac-ft)	Vol Prov'd
1	Treatment	Wet Detention	37.12 acres	21.17	22.07

**WETLANDS:**

**Wetlands And Other Surface Waters:**

The project area contains seven wetlands totaling 6.94 acres. Please see Exhibit 3 for wetland locations. The wetlands can be generally described as freshwater forested systems. Additional wetland descriptions are located in the permitting file.

The project will result in direct impacts to 6.42 acres of wetlands as described in the table below. Exhibit 3 identifies the locations wetlands/surface waters that will be impacted. The functional value of the wetlands proposed is low and the proposed mitigation will provide greater long-term ecological value than the impacts proposed.

Secondary impacts to three wetlands which include 0.49 acres of wetland impacts is due to the lack of buffers in certain areas.

To mitigate for the wetland impact, the applicant will provide 3.20 mitigation bank credits from the Southport Ranch Mitigation Bank, as depicted in Exhibit 3. The amount of mitigation was determined by using the Unified Mitigation Assessment Method (UMAM) in Chapter 62-345, F.A.C. The final scores can be found in the permit file. The letter of reservation from Southport Ranch Mitigation Bank is included in Exhibit 3.

The proposed mitigation is located within the same basin (Lake Gentry Basin) as the impacts, therefore pursuant to Section 10.2.8 of Applicant's Handbook Volume I, the project will not result in unacceptable cumulative impacts.

A small (0.03 acre) area of wetlands will be preserved under a Conservation Easement found in Exhibit 3.

**Wetland Inventory:**

The difference in mitigation credits and total functional loss of 0.01 UMAM units is due to rounding errors.

**Wetland Inventory :****CONSTRUCTION MOD -Vista Lakes**

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluc cs	Adj Delta	Functional Gain / Loss
Littoral SON		630	Preservation		.03							
SW 4	ON	630	Secondary	.13	.53	.47					-.060	-.008
SW 5	ON	610	Direct	.88	.53	.00					-.530	-.466
WL 4	ON	630	Secondary	.04	.47	.40					-.070	-.003
WL 4 DI	ON	630	Direct	.41	.47	.00					-.470	-.193
WL 6	ON	630	Secondary	.32	.47	.40					-.070	-.022
WL 7	ON	630	Direct	1.74	.47	.00					-.470	-.818
WL 8	ON	630	Direct	3.39	.50	.00					-.500	-1.695
Total:				6.94								-3.21

<u>Fluccs Code</u>	<u>Description</u>
610	Wetland Hardwood Forests
630	Wetland Forested Mixed

**MITBANK SOUTHPORT RANCH MITIGATION BANK**

Type Of Credits	Number Of Credits
	<b>Mitigation Bank Cr Used</b>
Fresh Water Forested	3.20
<b>Total:</b>	<b>3.20</b>

**CERTIFICATION, OPERATION, AND MAINTENANCE:**

Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an

acceptable operating entity pursuant to Sections 12.1-12.3 of Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

#### **SOVEREIGNTY SUBMERGED LANDS:**

The proposed dredging is located on sovereignty submerged lands - lands owned by the State of Florida. Therefore, it also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. The South Florida Water Management District (District) is delegated the authority to review and take final agency action on this application, pursuant to Rule 18-21.0051(2), F.A.C.

The proposed dredge area is 0.526 acres (22,906.8 feet squared). The linear shoreline is 338 feet.

The District has determined that the activity qualifies for and requires a private easement, as long as the work performed is located within the boundaries as described and is consistent with Exhibit 4, and conditions herein. The final documents required to execute the private easement will be sent to the permittee by the Department Of Environmental Protection's (DEP's) Division of State Lands for execution. Upon satisfactory execution of those documents, including payment of required fees and compliance with any conditions herein, the final document will be issued by DEP.

**RELATED CONCERNS:****Water Use Permit Status:**

The applicant has indicated that the City of St. Cloud will be used as a source for reclaim irrigation water for the project. Water Use application 151007-6 for dewatering has been submitted for District approval.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

**CERP:**

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

**Potable Water Supplier:**

City of St. Cloud

**Waste Water System/Supplier:**

City of St. Cloud

**Right-Of-Way Permit Status:**

A District Right-of-Way Permit is not required for this project.

**Historical/Archeological Resources:**

On Oct. 16, 2016 the District received a letter from the Florida Department of State, Division of Historical Resources requesting the applicant to perform a systematic, professional archaeological and historical survey. The applicant has arranged to perform the requested archaeological and historical survey for the property. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

**DEO/CZM Consistency Review:**

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

**Third Party Interest:**

The South Florida Water Management District (District) received a letter from an Osceola County Commissioner on February 11, 2016. District staff attended a public meeting hosted by Osceola County on July 13, 2016 to answer questions regarding the District's regulatory role in the proposed development. In addition, the District was forwarded a copy of a letter from the office of a Florida State Representative addressed to the US Army Corps of Engineers Dated August 5, 2016. Correspondence can be found in E-Permitting.

**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF RECOMMENDATION TO EXECUTIVE DIRECTOR:**

The Staff recommends that the following be issued :

Authorization of the construction and operation of a stormwater management system serving a 177.04-acre residential development known as Vista Lakes, including the use Sovereign Submerged Lands.

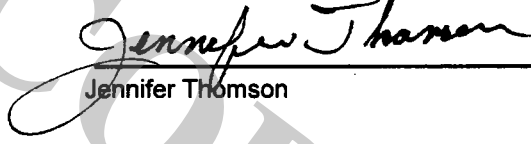
Based on the information provided, District rules have been adhered to.

Staff recommendation is for approval subject to the attached  
General and Special Conditions.


**STAFF REVIEW:****NATURAL RESOURCE MANAGEMENT APPROVAL****ENVIRONMENTAL EVALUATION**

 for  
Susan G. Elfers

**SUPERVISOR**

  
Jennifer Thomson

**SURFACE WATER MANAGEMENT APPROVAL****ENGINEERING EVALUATION**

  
Annette V. Burkett

**SUPERVISOR**


  
Mark S. Daron, P.E.

**ENVIRONMENTAL RESOURCE COMPLIANCE BUREAU CHIEF :**

 for  
Ricardo A. Valera, P.E.

DATE: 13-SEP-2016

**REGULATION DIVISION ASSISTANT DIRECTOR :**

  
Anthony M. Waterhouse, P.E.

DATE: 9/15/16

## GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
  - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

## GENERAL CONDITIONS

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
  - a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

### GENERAL CONDITIONS

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

COPY

### SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on September 16, 2021
2. Operation and maintenance of the stormwater management system shall be the responsibility of VISTA LAKES HOMEOWNERS ASSOCIATION INCORPORATED. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:

Structure: CS-01

8-5" dia. CIRCULAR ORIFICES with invert at elev. 68' NAVD 88.

240 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

1-36" W X 79" L drop inlet with crest at elev. 68.6' NAVD 88.

Receiving body : Alligator Lake

Control elev : 68 feet NAVD 88.

4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
6. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) under this application number.  
Exhibit No. 1 Location Map  
Exhibit No. 2 Construction Plans, Pages 1 - 20  
Exhibit No. 3 Environmental Exhibits, Pages 1 - 12  
Exhibit No. 4 Sovereign Submerged Lands Documents, Pages 1 - 49  
Exhibit No. 5 Post Development Drainage Basin Map, Page 1  
Exhibit No. 6 Pre- & Post-Development 100-Year Floodplain Maps, Pages 1 - 2
7. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

To schedule a pre-construction meeting, please contact ERC staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: [pre-con@sfwmd.gov](mailto:pre-con@sfwmd.gov). When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

8. Minimum building floor elevation: BASIN: 1 - 70.31 feet NAVD 88.
9. Minimum road crown elevation: Basin: 1 - 70.00 feet NAVD 88.
10. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 3,

### SPECIAL CONDITIONS

the permittee shall submit documentation 3.20 freshwater herbaceous credits have been deducted from the ledger for Southport Ranch Mitigation Bank.

11. Prior to November 30, 2016 and prior to the commencement of construction, whichever occurs first, the permittee shall submit the following via ePermitting or to the Environmental Compliance staff at the local District office:
  - One certified copy of the recorded conservation easement document including exhibits.
  - A CD or DVD containing the easement data in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet.
  - A map depicting the Conservation Easement over the best available satellite or aerial imagery.
  - Form 1001 ERP REG: Title, Possession, and Lien Affidavit, fully executed by the owner and notarized.

The recorded easement shall utilize the form attached as Exhibit No. 3. This Exhibit may not be modified. The easement must be free of mortgages, liens, easements or other encumbrances or interests in the easement which District staff states are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.
12. Prior to the commencement of construction and pursuant to Section 4.2.3(d)(3) of Applicant's Handbook Volume I, the permittee shall demonstrate ownership of the project area to the District's Environmental Resource Compliance staff.
13. Floodplain compensation storage for this project shall be constructed and operational prior to the placement of any fill between the average wet season water table elevation and the 100 year flood elevation that would adversely affect the rights of others.

# Askey Hughey, Inc.

Civil Engineering / Land Planning

P.O. Box 420639, Kissimmee, FL 34742-0639 • Phone 407-957-3308 • Fax 407-957-1019

January 17, 2017

Mr. Mark Daron, P.E.  
South Florida Water Management District  
1707 Orlando Central Parkway, 2nd Floor  
Orlando, FL 32809

Re: Hanover Lakes— Permit No. 49-02458-P  
Letter Modification Request  
AHI No. 14014

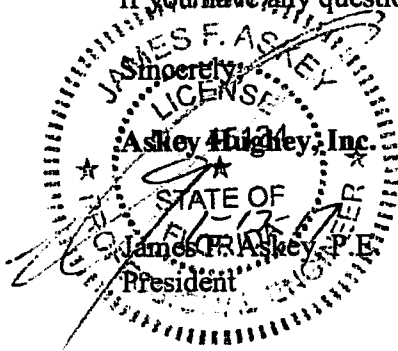
Dear Mr. Daron:

With this letter, we are requesting a Letter Modification for the above referenced permit due to the proposed development of the internal recreation area and the elimination of 17 single family lots. We have included revised drainage report Tables 6 (Drainage Basin Table), 7 (Post-Development Hydrologic Data) and Table 11 (Land Use) which detail the minor revision requested herewith. We have also included the recreation area construction plans which detail the site development plans for that tract as well as included an updated Master Site Plan, which reflects the reduction of 17 lots from 558 lots to 541 lots due to preservation of WL-7 and WL-8.

The original permit (App 151006-17) was based upon 1 wet detention pond to serve a total of 558 single family residential lots and the infrastructure to support it. This requested Letter Modification will update the "Basin Pond 1" drainage basin area due to the proposed design of the amenities within the recreation tract, the elimination of 17 single family lots and the preservation of wetlands WL-7 and WL-8 due to the ACOE review. These proposed modifications result in a net decrease in imperviousness of 0.26 ac, an increase in wetland preservation of 3.74 ac (WL-7 = 1.18, WL-8 = 2.56 ac) and a net decrease of the drainage basin area for Pond 1 of 3.48 ac.

Since there is an overall reduction of imperviousness and drainage basin area within the total project area of 177.04 ac and there are no proposed changes to the permitted control structure, we are requesting a Letter Modification of the previously permitted ERP.

We trust the explanation herewith is adequate to support this Letter Modification request. If you have any questions, please feel free to call us.



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