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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DUPREE LAKES

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF DUPREE LAKES**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DUPREE LAKES

THIS DECLARATION is made and entered into this 22nd day of March 2005, by Beazer Homes Corp., a Tennessee corporation, the "Declarant".

RECITALS:

- A. Declarant is the owner of certain real property located in Pasco County, Florida, described on Exhibit A attached hereto and made a part hereof (the "Property").
- B. Declarant intends to develop the Property into a community to be known as Dupree Lakes.
- C. The Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

- 1.1 "Articles" shall mean the articles of incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit B.
- 1.2 "Association" shall mean Dupree Lakes Homeowners Association, Inc., its successors and assigns.
- 1.3 "Board" shall mean the board of directors of the Association.
- 1.4 "Bylaws" shall mean the bylaws of the Association, as same may be amended from time to time, a copy of which is attached hereto as Exhibit C.
- 1.5 "CDD" shall mean the Dupree Lakes Community Development District, a community development district created pursuant to Florida Statutes Chapter 190.

1.6 “CDD Property” shall mean all real property (including the improvements thereon) owned by the CDD. The CDD Property is not part of the Property and is not encumbered by this Declaration. If Declarant or the Association conveys any portion of the Property to the CDD, said portion of the Property shall be automatically withdrawn from the Property and shall no longer be encumbered by this Declaration.

1.7 “Common Area” shall mean all real property (including the improvements thereon) owned by the Association or easement areas in favor of the Association, for the common use and enjoyment of the Owners. The Common Area includes the Conservation Areas (as hereinafter defined), excluding Lots.

1.8 “Common Assessments” shall mean assessments or charges levied against all Lots to fund Common Expenses in accordance with this Declaration.

1.9 “Common Expenses” shall mean the actual and estimated expenses incurred by the Association for the operation, maintenance, and repair of the Common Area (and all improvements thereon), the Surface Water Management System, and the Common Maintenance Area, or for the general benefit of all Owners, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to the Governing Documents.

1.10 “Common Maintenance Area” shall mean all real property from time to time designated by Declarant or the Board as a maintenance responsibility of the Association for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon.

1.11 “Conservation Area(s)” shall mean all conservation areas and/or conservation easement areas, if any, designated by Declarant or its successors and assigns upon the Plats (as hereinafter defined), or in any easements, dedications, or restrictions made or imposed pursuant to conservation ordinances, laws, rules, or regulations of governmental authorities.

1.12 “County” shall mean and be defined as Pasco County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.13 “Declarant” shall mean Beazer Homes Corp., a Tennessee corporation, and its successors and assigns. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

1.14 “Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions of Dupree Lakes.

1.15 “Exclusive Common Area” shall mean and refer to certain portions of the Common Area which are reserved for the exclusive use and benefit of Owners within a particular Neighborhood or Neighborhoods, but less than all the Neighborhoods of the Property.

1.16 “Governing Documents” shall mean and collectively refer to this Declaration, the Articles, and Bylaws.

1.17 “Institutional Lender” shall mean a bank, savings and loan association, insurance company, Federal National Mortgage Association, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

1.18 “Lakefront Lot” shall mean any Lot containing, within the Lot lines, a portion of a lake or pond, or having frontage on, or near, or common boundaries with a lake or pond.

1.19 “Lot” shall mean any plot of land intended for use as a site for a Residence and which is shown as a lot upon any recorded Plat of the Property.

1.20 “Member” shall mean every person or entity who is an Owner and in being such the Owners comprise the membership of the Association.

1.21 “Neighborhood” shall mean and refer to a residential area of the Property which may be identified as a Neighborhood by Declarant when, in Declarant’s sole discretion, the residential area may be comprised of or contain Lots which are adjacent or contiguous or which are similar or comparable in character, size, scope, number, Common Expenses, appearance, intended use or maintenance requirements.

1.22 “Neighborhood Assessments” shall mean and refer to those assessments levied against the Lots within a particular Neighborhood or Neighborhoods, but less than all the Neighborhoods of the Property, to fund Neighborhood Expenses in accordance with Article VII, Section 4 of this Declaration.

1.23 “Neighborhood Expenses” shall mean and include the actual and estimated expenses incurred by the Association for the maintenance, repair, and operation of the Exclusive Common Area and all improvements thereon, or for the general benefit of Owners within a specific Neighborhood or Neighborhoods, but less than all the Neighborhoods of the Property, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles.

1.24 “Neighborhood Restriction” shall mean and refer to a covenant, restriction, or provision of this Declaration which specifically applies only to one or more Neighborhoods in the Property, and which does not apply uniformly throughout the entire Property.

1.25 “Owner” shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- 1.26 “Person” shall mean an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.
- 1.27 “Plat” or “Plats” shall mean the plat or plats subdividing the Property, as recorded from time to time in the Public Records of the County.
- 1.28 “Property” shall mean the real property described in Exhibit A attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.
- 1.29 “Residence” shall mean any residential dwelling unit constructed or to be constructed on or within any Lot together with any appurtenant improvements.
- 1.30 “SWFWMD” shall mean the Southwest Florida Water Management District.
- 1.31 “Streets” shall mean the right(s)-of-way of and for all streets, roads, drives, courts, ways and cul de sacs within the Property as the same are described in and depicted on the Plats, together with all paving, curbing, gutters, sidewalks and other improvements, facilities and appurtenances from time to time located therein, including street lights and utility lines but, specifically excluding, however, such utility lines, facilities and appurtenances as are located within such right(s)-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property.
- 1.32 “Surface Water Management System” shall mean the surface water management and drainage system for the Property which is designed, constructed, implemented, and operated to collect, store, retain, detain, inhibit, absorb, treat, convey, drain, use or reuse water to prevent or reduce flooding, overdrainage, water pollution, or other environmental degradation or otherwise affect the quality, quantity, and/or rate of flow of surface stormwater drainage on and discharges from the Property in accordance with, and pursuant to the permit or permits issued by SWFWMD (the “Permit(s)”) and as reflected on the construction plans approved by the County, and includes all land, easements, improvements, facilities, and appurtenances which together constitute and comprise the surface water management and drainage system for the Property. A copy of the Permit is attached hereto as Exhibit D.
- 1.33 “Turnover” shall mean that date following conversion of Class B Membership to Class A Membership upon which Declarant transfers majority control of the Board as provided in this Declaration.
- 1.34 “Water Areas” shall mean any lakes, ponds, stormwater retention and detention areas, and other water areas within the Property, if any.

ARTICLE II
PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

2.1.1 The right of the Association to suspend the voting rights and right to use Common Area facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

2.1.2 The right of the Association to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless such mortgage, dedication, or transfer is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association and an instrument agreeing to such mortgage, dedication, or transfer is recorded in the public records of the County. If any Owner's ingress or egress to his Residence is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to that Owner's easement.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on his Lot, but not otherwise.

2.3 Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area by Declarant and reserved for the exclusive use of Owners and occupants of Lots within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair or replacement of Exclusive Common Area shall be assessed against the Owners of Lots in only those Neighborhoods which are benefited thereby as a Neighborhood Assessment.

2.4 Utility Easements. There are hereby created, declared, granted to and reserved for the benefit of Declarant, the County, the Association, all Owners, all Lots, and all public or private providers of utility services to the Property and their respective successors and assigns a non-exclusive perpetual easement for utility purposes over, under, upon and within the Streets and all utility easements and utility easement areas shown on the Plats or otherwise reserved, declared, or created pursuant to this Declaration for the purposes of constructing, installing, inspecting, operating, maintaining, repairing, and replacing, from time to time, any and all utility and service lines, mains, systems, equipment, and facilities from time to time located therein or thereon. The utilities contemplated to be served by such utility easements may include, without limitation, those providing reuse and potable water, sewer, drainage, irrigation systems, telephone, security systems, electricity, gas, cable television or other communication lines and services.

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

2.6 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the Surface Water Management System. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No Person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

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

2.8 Construction and Sales Easement. There is hereby created, declared, granted and reserved for the benefit of Declarant and/or its affiliate(s) together with the right to grant, assign and transfer the same to their respective sales agents and/or sales representatives as well as to builders or building contractors approved by Declarant for the construction of residences within the Property,

an easement for construction activities upon Lots and an easement for sales, marketing and promotional activities, including the installation and maintenance of signs on Lots and for the construction and maintenance on Lots from time to time of a sales and administrative center in which and from which Declarant and/or its affiliate(s) and their respective authorized sales agents and sales representatives and approved builders and building contractors may engage in marketing, sales and promotional activities and related or supportive administrative activities of a commercial nature.

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

2.10 Association's Access Easement. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a non-exclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

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

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

the particular portion of the Property over which any such further or additional easement is granted or required.

2.13 CDD. Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves for itself, the Association, and their respective successors and assigns the right to dedicate, transfer, sell, or otherwise convey portions of the Property to the CDD for purposes of having the CDD construct, operate, maintain, and repair any and all public improvements which the CDD may legally own and operate pursuant to the provisions of Chapter 190, Florida Statutes. Such public improvements may include, without limitation, roads, utilities, sewer and water facilities, landscaping, entry features, swimming pools, docks, parks, ponds, gazebos, leisure trails, bike paths, and other recreational facilities.

Each Owner shall be solely responsible for all service charges, fees, ad valorem taxes, and non-ad valorem assessments levied by the CDD with respect to the property owned by such Owner and which shall be levied and collected in accordance with Florida Statute 197. Failure to pay same when due may result in the imposition of liens against the property of said Owner.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1 Membership Appurtenant. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

3.2.1 Class A Membership. "Class A Members" or "Class A Membership" shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one (1) vote be cast with respect to such a Lot.

3.2.2 Class B Membership. "Class B Member" or "Class B Membership" shall be Declarant. The Class B Member shall be entitled to six (6) votes for each Lot owned. The Class B Membership shall cease and convert to Class A Membership on the happening of any of the following events, whichever occurs earlier:

3.2.2.1 The total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership.

3.2.2.2 The date exactly ten (10) years after the recording of this Declaration.

3.2.2.3 Declarant may elect to convert its Class B Membership to Class A Membership upon thirty (30) days written notice to the Board (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS TO THE PROPERTY

4.1 Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

4.2 Additions to the Property. Declarant and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property in the manner set forth below and such additional real property shall be subject to the provisions of this Declaration.

4.3 Annexation of Property. Real property may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of the County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

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

4.5 Merger. Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Upon a merger or consolidation of the Association with another association, all Common Area, rights, and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association, by operation of law, may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme.

4.6 Withdrawal of Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration, if consented to by the owner of said portion of the Property, without the joinder, ratification, or approval of the Association, any Owner, or any lienholder (the "Withdrawn Property"). In order to withdraw the Withdrawn Property from the terms and conditions of this Declaration, Declarant shall record in the Public Records of the County an instrument signed by Declarant and the owner of the Withdrawn Property which shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration. Declarant shall have the right to later convey previously Withdrawn Property to the Association as Common Area.

4.7 Special Taxing Districts. In the event that a special taxing district or community development district (hereinafter "Taxing District") is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created. Notwithstanding the above, any transfer of the operation and maintenance permit for the Surface Water Management System must be approved in writing by SWFWMD.

ARTICLE V FUNCTIONS OF THE ASSOCIATION

5.1 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

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

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

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

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

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

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

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

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

5.2.8 The maintenance, operation, and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD or the County. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved in writing by SWFWMD or the County, if applicable.

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

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

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

5.3.2 Maintenance of Streets and entryway gates located on the Property not being maintained by the CDD.

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

5.4 Neighborhood Maintenance. The respective maintenance responsibilities of the Association and of each Owner may vary, significantly or otherwise, from Neighborhood to Neighborhood.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 Common Area. On or before Turnover, Declarant shall convey its interest in the Common Area to the Association. The Association shall accept title to any interest in real or personal property transferred to it by Declarant. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interest and licenses to use. Any fee simple interest in property transferred to the Association by Declarant shall be transferred to the Association by quit-claim deed, free and clear of all liens (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Declarant in the instrument of conveyance. The property or interest in property transferred to the Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property. No title insurance or title opinion shall be provided to the Association by Declarant.

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

ARTICLE VII
COMMUNITY WALLS

7.1 Community Walls. Declarant, the Association or the CDD may construct walls or fences (the "Community Wall(s)") in the Common Area, easements, or elsewhere on the Property as a

visual barrier, decorative, architectural, safety feature or retaining wall, or for any other reason at the sole discretion of Declarant, the Association or the CDD, or as a requirement of any municipality or governing authority for the benefit of the Association. Such walls or fences cannot alter the drainage flow of the Surface Water Management System unless prior written approval is received from SWFWMD.

7.2 Maintenance of Community Walls. Unless maintained by the CDD, Community Wall maintenance and repair shall be performed by the Association, as determined by the Board. Notwithstanding anything to the contrary contained herein, if the CDD is obligated to maintain a Community Wall, the Association shall have the right, but not the obligation, to perform maintenance or repairs to said Community Wall. Should the Board determine that maintenance and/or repair is a result of negligence or abuse by an Owner, charges for said maintenance and/or repair will be assessed to such Owner. Owners shall not remove, alter, improve, paint, repair, maintain or otherwise modify Community Walls without the express written permission of the Board.

7.3 Easement for Community Walls. An easement is hereby created in favor of Declarant, the Association, and the CDD (if applicable) for the construction, management, inspection, painting, maintenance and repair of Community Walls. The easement shall extend five (5) feet into each affected Lot from the Community Wall. Entry upon a Lot by Declarant, the Association, and the CDD (if applicable), or their agents, as provided herein, shall not be deemed a trespass.

ARTICLE VIII COVENANT FOR ASSESSMENTS

8.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to his Lot, is deemed to covenant and agree to pay to the Association: Commencement Assessments, Common Assessments, Special Assessments, Specific Assessments, and assessments for the costs of maintenance and operation of the Surface Water Management System.

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

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

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

8.4 Rate of Common Assessments. The amount of the Common Assessment for each calendar year, subsequent to the year in which this Declaration is recorded in the Public Records of the County, shall be established and determined by the Board not later than thirty (30) days prior to the beginning of the next succeeding calendar year. The Board shall establish the Common Assessment for each calendar year based upon a pro forma operating statement or estimated budget for such calendar year which, in turn, shall be based, among other things, upon an estimate of the total Common Expenses likely to be incurred by the Association during such calendar year, taking into account the previous operating history of and any surplus funds, not including reserves, held by the Association, and the establishment of reasonable reserves for the maintenance, repair and replacement of the Common Area, including the Surface Water Management System. The Association shall, not less than thirty (30) days prior to the establishment of a Common Assessment, provide to each Owner a copy of the pro forma operating statement or estimated budget to be used by the Association in the establishment of such Common Assessment. The total amount of the Common Expenses so estimated shall be divided by the total number of platted Lots within the Property which are then subject to and encumbered by this Declaration in order to determine the amount of the Common Assessment for each Lot for such calendar year.

8.5 Insufficient Common Assessments. In the event that the Association shall determine during any calendar year that the Common Assessment established for such calendar year is or will become inadequate or insufficient to meet all anticipated Common Expenses for such calendar year, for whatever reason, the Board of shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy of the Common Assessment for such calendar year, issue a supplemental estimate of Common Expenses to all members of the Association and within thirty (30) days thereafter levy and collect a supplemental or revised Common Assessment for such calendar year.

8.6 Commencement Assessment. A commencement assessment of Four Hundred Dollars (\$400) per Lot (the "Commencement Assessment") shall be paid directly to the Association at the time of closing by the Person first purchasing a Lot from Declarant or its successor. The Association may use the Commencement Assessment for any of the purposes and services set forth in this Declaration.

8.7 Neighborhood Assessments. In addition to the Common Assessments authorized in this Article, the Association may levy Neighborhood Assessments against Owners of Lots in certain Neighborhoods without allocation among or contribution by other Owners in the Property. Such allocation or apportionment of Common Expenses by the Board shall be reflected on the

Association budget for each fiscal year, but shall not require the preparation or adoption of separate budgets for any Neighborhood in the Property.

8.8 Special Assessments. In addition to other authorized assessments, the Association may levy assessments or charges from time to time to cover unbudgeted expenses or expenses in excess of those budgeted ("Special Assessments"), provided that any such Special Assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than fifty one percent (51%) of the votes of the Association present at a meeting duly called for that purpose.

8.9 Specific Assessments. The Association may levy assessments or charges against a specific Lot ("Specific Assessments") to recover any indebtedness of the Owner of that Lot to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract, express or implied, or because of any act or omission of the Owner or any occupant of such Lot, or arising by reason of Owner's failure to properly maintain his Lot and Residence as herein provided.

8.10 Non-Uniform Assessments. Notwithstanding anything to the contrary in this Article or elsewhere in this Declaration, the Association may allocate and apportion expenses and assessments in a non-uniform manner among the various Neighborhoods of the Property; provided, however, the Common Expenses and Common Assessments shall be generally uniform within each of the respective Neighborhoods of the Property.

Maintenance responsibilities designated by Declarant as maintenance responsibilities of all Owners shall not be re-designated as maintenance responsibilities of a particular Neighborhood unless approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than a majority of the total votes of the affected Neighborhood.

The Association may commingle funds collected and received from Owners in various Neighborhoods of the Property, but shall maintain appropriate records and books for the Association which contain detailed accounts of the assessments levied and expenditures affecting each Neighborhood of the Property and its respective administration, specifying the maintenance and repair expenses and any other expenses incurred.

8.11 Reserves. The Common Assessments and Neighborhood Assessments shall include reasonable amounts, as determined by the Board, to be collected and held as reserves against and for the future periodic maintenance, repair or replacement of all or any portion or portions of the Common Area, including, without limitation, the Surface Water Management System, or for such other purpose or purposes as shall be determined by the Board, in its reasonable discretion. Such portion of Common Assessments and Neighborhood Assessments representing amounts collected as reserves, whether established pursuant to this Section or otherwise, shall be deposited by the Association in one or more separate interest bearing bank account(s), certificate(s) of deposit or in United States Treasury Bonds of appropriate maturity, to be held in trust by the Association until used for the purpose or purposes for which the same are established and shall be segregated from and not commingled with the general funds or any other funds of the Association. Reserves

established and held for purposes of maintaining, repairing and/or replacing the Surface Water Management System shall be deposited to and held in accounts separate and apart from any other funds (reserve or otherwise) of the Association. The amount and manner of collection of Reserves for replacement of Common Area improvements shall be as determined by the Board, in its sole discretion.

8.12 Date of Commencement of Common Assessments: Due Dates. The Common Assessments shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Common Assessment shall be imposed for the year beginning January 1 and ending December 31. The Common Assessments shall be payable in advance in annual, semi-annual, or quarter-annual installments if so determined by the Board. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8.13 Declarant's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists, Declarant may elect not to pay any assessments on unoccupied Lots owned by Declarant. Should Declarant elect not to pay the assessments, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Section 8.2 of this Article, in excess of the total amount collected by the Association through all assessments. Irrespective of any election on the part of Declarant, any Residence located on any Lot owned by Declarant which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each Lot owned by Declarant at the time said revocation is presented to the Association.

8.14 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

8.16 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an Institutional Lender. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this

Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Failure to pay assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect assessments.

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

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

8.17.2 All Common Area.

8.17.3 Any Property not designated as a Lot.

8.18 Assessments by CDD. Every Owner is subject to service charges, fees, ad valorem taxes, and non-ad valorem assessments as may be levied by the CDD. Assessments of the CDD are in addition to, and not in lieu of, assessments of the Association.

ARTICLE IX ARCHITECTURAL CONTROL

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

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

ARTICLE X
USE RESTRICTIONS

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

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

10.2 Mining or Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Declarant or the Association, or any assignee of Declarant or the Association, in dredging Water Areas, creating land areas from Water Areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

10.3 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot if viewable from other Lots, Common Area or Streets.

10.4 Antennas, Aerials, Satellite Dishes and Flagpoles. Outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted except as approved in writing by the Board. Satellite television reception devices no larger than forty inches (40") in diameter are permitted without Board approval if the devices are affixed to the rear portion of a Residence. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from any Street fronting the Residence. No antennae shall extend more than ten feet (10') above a Residence. The American flag and a flagpole for display of the American flag shall be permitted if displayed in a respectful way.

10.5 Shutters and Window and Door Coverings. No exterior windows or doors of any building or other improvements on a Lot shall be covered by any shutters (including hurricane or storm shutters), boards, or similar type window coverings; except such as may be required for protection from severe storms and only then during the actual period of any such severe storm and the period within twenty-four (24) hours before and twenty-four (24) hours after an anticipated severe tropical storm or hurricane; nor shall any such windows or doors be covered by or coated with any foil or other reflecting or mirrored materials. The foregoing restriction shall not be construed as a prohibition against decorative exterior shutters located to the side of or over window or door openings; provided the same are first approved by the Board taking into account the architectural style and character of the residential dwelling or other improvement on which the same are proposed to be installed and such other factors as may be deemed relevant to such approval by the Board.

10.6 Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or upon the Common Area or any part thereof, without the written authorization of the Board.

10.7 Trees. Trees shall not be cut or removed without approval by the Board.

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

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

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

10.11 Insurance. Nothing shall be done or kept on the Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board. Owners, at their own expense, should obtain coverage upon their Residence, their personal property, and improvements within their Residence, and for their personal liability, and such insurance shall not be the responsibility of the Association.

10.12 Surface Water Management System.

10.12.1 No Owner may construct or maintain any building, residence or structure of any kind, or undertake or perform any activity in the Surface Water Management System, wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and Plat unless prior approval is received from the Board, the CDD and SWFWMD, Brooksville Regulation Department. All Owners will be provided with a copy of the Wetland and Buffer Exhibit approved by SWFWMD, a copy of which is attached hereto as **Exhibit F**.

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

10.12.3 No Owner shall remove native vegetation that becomes established within the Surface Water Management System without prior written approval from SWFWMD, the

CDD and the Board. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water Management System to SWFWMD Permitting Department.

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

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

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

10.12.7 In addition to the Association and the CDD, SWFWMD and the County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water Management System.

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

10.12.9 Copies of the Permit and any future Permit actions of SWFWMD shall be maintained by the officers of the CDD for the benefit of the CDD. The Permit shall be

owned by the CDD and the CDD has the obligation to assure that all terms and conditions thereof are enforced. If the Permit is issued in Declarant's name, then upon conversion of the rights of the Class B Membership to Class A Membership, pursuant to Section 3.2 of Article III hereof, Declarant shall transfer and the CDD shall accept and assume all rights and obligations of Declarant under the Permit.

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

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

10.13 Water Level Fluctuations. Neither Declarant, the CDD nor the Association makes any representation concerning the current or future water levels in any of the bodies of water adjacent to or in the Property, the Common Area or Surface Water Management System, nor shall Declarant, the CDD or the Association bear any responsibility in attempting to adjust or modify the water levels since such levels may be subject to tidal influences and/or seasonal groundwater and rainfall fluctuations that are beyond the control of Declarant, the CDD and the Association.

Each Owner, by the acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the Association, the CDD, the County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the water level fluctuations.

10.14 Lakes, Ponds, Retention, and Other Water Areas. The Board may establish rules and regulations relevant to access and use of Water Areas which may include, without limitation, regulation or prohibition of sailing, boating, or other watercrafts (including jet skis or other vehicles containing gas, diesel, or other form of combustion engines), swimming, fishing, or other water sports or activities. To the extent the rules and regulations of the Board allow access to or use of Water Areas, such use shall be at the risk of the Person undertaking such activity, and there shall be no obligation by Declarant, the CDD or the Association to provide supervisory personnel or lifeguards. Docks and other structures or improvements within Water Areas shall not be permitted, except those owned by the Association. Motorized watercrafts (including jet skis or other vehicles containing gas, diesel, or other form of combustion engines) shall not be permitted within the Water Areas.

10.15 Embankment Area Maintenance. Notwithstanding any other provision in this Declaration, unless otherwise decided by the Association, each Owner of a Lakefront Lot is responsible for maintaining the area between the water's edge and their nearest Lot boundary line (the "Embankment Area").

The Owner shall at all times keep and maintain the Embankment Area in a safe, clean, wholesome, and attractive condition and shall not allow the Embankment Area to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate in the Embankment Area. All maintenance shall be in compliance with the Permit and all other applicable laws and regulations.

10.16 Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Board or Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

10.17 Signs. No signs, except a "For Sale or Lease" sign not exceeding four (4) square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees, assigns, and the Association, to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales, and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

10.18 Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any Street, except on those days designated as scheduled collection days for the Property by the agency responsible for collecting garbage and trash. No oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10.19 Cable Television. Declarant may coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the Association and all Lots. If such agreement is established, the fees for the cable television service payable to the service provider will be a Common Expense payable by the Association and will be included within the annual budget for which the assessments are levied each year. No Member or Owner may avoid or escape liability for any portion of the assessments for election by any Member or Owner not to utilize the cable television service.

10.20 Vehicles and Recreational Equipment. No truck or commercial vehicle, limousine, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any Street and are shielded from view from any adjoining Lot (as viewed from ground level). For the purposes of this rule the following definitions shall apply:

10.20.1 "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as hereinafter defined) are permitted to park on the driveway of a Residence.

10.20.2 "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

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

10.21 Parking. Owners shall park their vehicles within the Owner's garage, in the driveway of Owner's Residence, or in other areas on the Property designated by Declarant or the Association. All parking within the Property shall be in accordance with the rules and regulations adopted from time to time by the Association. No on-street parking will be permitted unless for special events approved in writing by Declarant or the Association.

10.22 Hoses. Hoses shall not be stored on a Lot unless located so they cannot be seen from other Lots, Common Area or Streets

10.23 Garages. Garage doors shall be closed except when reasonably necessary for use of garage. No Owner shall cause any garage on his Lot to be permanently enclosed, screened, converted, or remodeled to allow for occupancy by occupants of the Residence.

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

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

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

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

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

10.29 Games and Play Structures. No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any portion of the Property. All play sets, playground equipment, and other outdoor recreational equipment must be approved by the Board prior to installation. All moveable basketball standards or backboards, bicycles, toys, and outdoor recreational equipment must be taken inside the Residence at night.

10.30 Swimming Pools. Swimming pools shall not be located within any of the drainage or utility easements shown on the Plat.

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

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

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

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

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

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

10.33 Non-uniform Restrictions. It is the present intention, but not the obligation, of Declarant that the Property be developed and constructed in Neighborhoods, and in a manner and according to a schedule to be determined and modified from time to time in the sole and absolute discretion of Declarant. Declarant further anticipates that, if all or any portion of such Neighborhoods are developed and annexed to the Property as set forth in this Article, each Neighborhood may, but shall not necessarily, be comprised of residential units, or properties which differ in character, size, scope, number, appearance, intended use or maintenance requirements than other Neighborhoods within the Property, and may, therefore, be subjected to certain covenants and restrictions which may not apply uniformly or at all throughout the balance of the Property. Accordingly, Declarant hereby expressly reserves the unilateral right, privilege, and option, from time to time at any time to modify, by amendment or supplement to this Declaration, the various covenants and restrictions set forth herein in a manner which may vary from one Neighborhood of the Property to another, but which shall be applied and enforced consistently and uniformly in the respective Neighborhoods to which each modification, if any, may apply. The covenants, conditions, easements, reservation and restrictions set forth in this Declaration shall be presumed to apply uniformly throughout the Property unless the relevant provision of the Declaration specifically provides that it shall apply only to a Neighborhood of the Property as identified therein. In the event that a provision of this Declaration provides that it shall apply only to a Neighborhood of the Property, then such specific provision, amendment or supplement shall control in the event of a conflict with any provision of the Declaration that would otherwise apply uniformly throughout the Property. Notwithstanding anything to the contrary set forth elsewhere in this Declaration, the following provisions shall apply:

10.33.1 Neighborhood Restrictions shall identify the Neighborhood to which the provisions are intended to apply. Neighborhood Restrictions may be set forth in this Declaration or in the supplement or amendment which submits additional property to this Declaration.

10.33.2 Neighborhood Restrictions may modify, alter, delete or expand the application of any one or more of the provisions of this Declaration in a manner which is materially different, in whole or in part, from the application of similar provisions to other Neighborhoods of the Property, including, but not limited to, rights of Owners, leasing, use

restrictions, landscaping, storage, parking, improvements, structures, party walls, easements, architectural approval, and maintenance responsibilities.

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

10.35 Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of ten percent (10%) per annum, and shall be treated as a Specific Assessment.

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

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

these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

10.38 Sales, Marketing and Promotional Activities. Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Declaration, Declarant and its affiliate(s) may use any portion of the Property, including Lots (other than Lots owned by others), for sales, marketing and promotional activities and related or supportive administrative activities pertaining to and/or in connection with the sale and/or resale of lots or houses constructed by Declarant and/or its affiliates, in its or their sole and absolute discretion, including without limitation, the construction, maintenance and operation of a sales and administrative center and one (1) or more model homes on Lots. The location of such sales and administrative center within the Property may be changed from time to time by Declarant and/or its affiliates in its or their sole and absolute discretion. It is expressly provided, however, that the location and operation of such sales and administrative center on Lots shall be subject to such approvals of the County as may be required for the same.

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

ARTICLE XI SHORT TERM RENTALS

11.1 No Short Term Rentals. Owners shall be allowed to lease their Residences, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the Governing Documents, and provided that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the Board. No lease of a Residence shall be for a term of less than seven (7) months, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease his Residence more than twice during any calendar year unless approved by the Board. During the term of any lease, Owner shall not be relieved of any obligations under the terms of the Governing Documents, and Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the Governing Documents, any rules and regulations promulgated by the Board, and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the Governing Documents and regulations. In the event a tenant, occupant, or person living with the tenant violates the Governing Documents or the rules and regulations promulgated by the Board, the Association shall have the power to bring an action or suit against the tenant or occupant and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity.

11.2 Time-Share Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes (2003), as amended, or any similar plan of fragmented or interval ownership of Residences shall be permitted on the Property, and no attempt to create same by lease or otherwise shall be allowed.

11.3 Amendment. This Article shall not be amended without the written consent of Declarant, unless Declarant no longer owns any land which is subject to this Declaration or subject to annexation to the Declaration.

ARTICLE XII
ENFORCEMENT OF NON-MONETARY DEFAULTS

12.1 Non-monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and, using his best efforts, diligently proceed to completely cure the violation, the Association may, at its option:

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

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

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

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

12.3 Late Fees. Any amount due to Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot.

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

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

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

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

ARTICLE XIII INDEMNIFICATION

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

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

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while

holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

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

ARTICLE XIV AMENDMENTS

14.1 Amendment by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the Public Records of the County.

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

ANY AMENDMENT TO THIS DECLARATION WHICH ALTERS ANY PROVISIONS RELATING TO THE SURFACE WATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA AND ANY PROVISIONS RELATING TO ENVIRONMENTAL CONSERVATION AREAS, MUST HAVE THE PRIOR WRITTEN APPROVAL OF SWFWMD.

14.3 Amendment to Make Non-Material Changes, Correct Scrivener's Errors and Clarify Ambiguities. Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, to correct scrivener's errors, to clarify ambiguities determined to exist herein, and to make other non-material amendments which Declarant believes are in the best interest of the Owners. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

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

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

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

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

ARTICLE XV
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

15.11 Security. Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither Declarant nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken.

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

Signed, sealed and delivered
in our presence:

BEAZER HOMES CORP.,
a Tennessee corporation

Susan Greene

By: [Signature]

Print: Susan Greene

Steven E. Gamm
Title: Director of Land Development –
Tampa Division
2630 S. Falkenburg Road
Riverview, Florida 33569

[Signature]

Print: Keith Malcuit

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of March 2005, by Steven E. Gamm as Director of Land Development – Tampa Division of Beazer Homes Corp., a Tennessee corporation, on behalf of the corporation. He is personally known to me.

(seal)



Susan Greene
My Commission DD316673
Expires July 28, 2008

Susan Greene
NOTARY PUBLIC – State of Florida
My Commission Expires:

SCHEDULE OF EXHIBITS

- EXHIBIT A Legal Description of Property
- EXHIBIT B Articles of Incorporation
- EXHIBIT C Bylaws
- EXHIBIT D Surface Water Management Permit
- EXHIBIT E Wetland and Buffer Exhibit

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

DUPREE LAKES

EXHIBIT "A"

DESCRIPTION: A parcel of land lying in Sections 6 and 7, Township 26 South, Range 19 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 7 for a **POINT OF BEGINNING**, run thence along the East boundary of the Northeast 1/4 of said Southeast 1/4 of Section 7, S.00°38'39"W., 1181.23 feet; thence along a line lying 150.00 feet North of and parallel with the South boundary of said Northeast 1/4 of the Southeast 1/4 of Section 7, N.89°58'22"W., 795.00 feet; thence S.45°00'00"W., 212.03 feet to a point on said South boundary of the Northeast 1/4 of the Southeast 1/4 of Section 7; thence along said South boundary of the Northeast 1/4 of the Southeast 1/4 of Section 7, N.89°58'22"W., 379.20 feet to the Northeast corner of the Southwest 1/4 of said Southeast 1/4 of Section 7, also being the Northeast corner of that certain first parcel as described and recorded in Official Records Book 544, Page 324, of the Public Records of Pasco County, Florida; thence along the Easterly boundary of said certain first parcel as described and recorded in Official Records Book 544, Page 324, the following three (3) courses: 1) along the East boundary of said Southwest 1/4 of the Southeast 1/4 of Section 7, S.00°55'31"W., 301.54 feet; 2) S.78°26'46"W., 638.42 feet; 3) S.01°02'46"W., 881.50 feet to the Southeast corner of said certain first parcel as described and recorded in Official Records Book 544, Page 324, said point also lying on the South boundary of said Section 7; thence along said South boundary of Section 7, N.89°22'54"W., 1423.50 feet to the Southeasterly corner of CONNERS LAKE FRONT ESTATES, according to the plat thereof as recorded in Plat Book 4, Page 60, of the Public Records of Pasco County, Florida; thence along the Easterly boundary of said CONNERS LAKE FRONT ESTATES, N.17°10'07"W., 402.44 feet to the Southerlymost corner of that parcel as recorded in Official Records Book 1292, Page 679, of the Public Records of Pasco County, Florida; thence N.72°49'53"E., 400.00 feet; thence N.17°10'07"W., 595.81 feet; thence S.72°49'53"W., 400.66 feet to the Northerlymost corner of said parcel as recorded in Official Records Book 1292, Page 679, said point also lying on the aforesaid Easterly boundary of CONNERS LAKE FRONT ESTATES; thence along said

Easterly boundary of CONNERS LAKE FRONT ESTATES, the following six (6) courses: 1) N.17°13'20"W., 232.35 feet to a point of curvature; 2) Northwesterly, 414.10 feet along the arc of a curve to the left having a radius of 741.78 feet and a central angle of 31°59'08" (chord bearing N.33°12'54"W., 408.74 feet) to a point of tangency; 3) N.49°12'28"W., 470.72 feet to a point of curvature; 4) Northwesterly, 288.89 feet along the arc of a curve to the right having a radius of 385.28 feet and a central angle of 42°57'43" (chord bearing N.27°43'36"W., 282.17 feet) to a point of tangency; 5) N.06°14'44"W., 173.21 feet to a point of curvature; 6) Northerly, 145.07 feet along the arc of a curve to the left having a radius of 364.26 feet and a central angle of 22°49'04" (chord bearing N.17°39'16"W., 144.11 feet) to a point on a curve on the Southerly boundary of DUPREE GARDENS ESTATES, according to the plat thereof as recorded in Plat Book 4, Page 81, of the Public Records of Pasco County, Florida; thence along the Southerly and Easterly boundaries of said DUPREE GARDENS ESTATES, in respective order, the following six (6) courses: 1) Easterly, 199.26 feet along the arc of a curve to the left having a radius of 259.15 feet and a central angle of 44°03'14" (chord bearing N.81°36'49"E., 194.38 feet) to a point on a curve; 2) Northeasterly, 251.93 feet along the arc of a curve to the left having a radius of 866.08 feet and a central angle of 16°40'00" (chord bearing N.51°14'42"E., 251.04 feet) to a point of tangency; 3) N.42°54'42"E., 458.80 feet to a point on a curve; 4) Northerly, 254.93 feet along the arc of a curve to the left having a radius of 344.62 feet and a central angle of 42°23'01" (chord bearing N.21°43'13"E., 249.16 feet) to a point of tangency; 5) N.00°31'42"E., 790.50 feet; 6) N.06°08'18"W., 610.00 feet to the Northeasterly corner of said DUPREE GARDENS ESTATES; thence along the Northerly boundary of said DUPREE GARDENS ESTATES, S.78°24'39"W., 1669.41 feet to the Northwesterly corner of said DUPREE GARDENS ESTATES, said point also lying on the West boundary of the Northwest 1/4 of the aforesaid Section 7; thence along said West boundary of the Northwest 1/4 of Section 7, N.00°21'42"E., 1163.25 feet to the Northwest corner of said Section 7; thence along the West boundary of the Southwest 1/4 of the aforesaid Section 6, the following two (2) courses: 1) continue, N.00°21'42"E., 166.99 feet to the Southeast corner of Section 1, Township 26 South, Range 18 East, Pasco County, Florida; 2) N.00°32'03"E., 856.43 feet to a point on the Easterly maintained right-of-way line of EHREN ROAD (COUNTY ROAD No. 583); thence along said

Easterly maintained right-of-way line, the following three (3) courses: 1) N.25°28'11"E., 519.91 feet to a point of curvature; 2) Northeasterly, 287.26 feet along the arc of a curve to the right having a radius of 807.00 feet and a central angle of 20°23'42" (chord bearing N.35°40'02"E., 285.74 feet) to a point of tangency; 3) N.45°51'53"E., 368.37 feet to the Southwest corner of that parcel of land as recorded in Official Records Book 4184, Page 1564, of the Public Records of Pasco County, Florida; thence along the South and East boundaries of said parcel, in respective order, the following two (2) courses: 1) S.88°52'25"E., 102.66 feet to the Southeast corner thereof; 2) N.00°46'32"E., 93.65 feet; thence S.87°48'51"E., 753.33 feet to a point on the East boundary of the Northwest 1/4 of the aforesaid Southwest 1/4 of Section 6; thence along said East boundary of the Northwest 1/4 of the Southwest 1/4 of Section 6, the following two (2) courses: 1) S.00°52'00"W., 78.29 feet; 2) S.00°52'39"W., 330.95 feet to the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Southwest 1/4 of Section 6; thence along the North boundary of said South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 6, S.89°06'59"E., 667.77 feet to the Northeast corner of said South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 6; thence along the East boundary of said South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 6, S.00°49'22"W., 348.16 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of said Southwest 1/4 of Section 6; thence along the East boundary of said West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 6, S.00°46'28"W., 313.35 feet to the Northwest corner of the South 3/4 of the East 1/2 of said Southeast 1/4 of the Southwest 1/4 of Section 6; thence along the North boundary of said South 3/4 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 6 and the North boundary of the West 3/4 of the South 3/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 6, S.88°34'15"E., 1658.10 feet to the Northeast corner of said West 3/4 of the South 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 6; thence along the East boundary of said West 3/4 of the South 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 6, S.00°40'41"W., 972.83 feet to the Southeast corner of said South 3/4 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 6, said point also being the Northwest corner of that parcel of land as described in Official Records Book 1790, Page 1570, of the

Public Records of Pasco County, Florida; thence along the Westerly and Southerly boundaries of said parcel, in respective order, the following fifty-one (51) courses:
1) S.00°45'34"W., 545.49 feet; 2) S.73°52'27"W., 53.01 feet; 3) S.64°28'42"W., 73.64 feet; 4) S.54°15'39"W., 67.49 feet; 5) S.58°19'21"W., 69.22 feet; 6) S.59°18'43"W., 64.35 feet; 7) S.56°28'33"W., 69.21 feet; 8) S.50°38'18"W., 65.33 feet; 9) S.28°49'30"W., 87.73 feet; 10) S.22°00'33"W., 66.70 feet; 11) S.04°14'29"E., 81.08 feet; 12) S.21°40'18"E., 60.61 feet; 13) S.36°13'34"E., 71.30 feet; 14) S.61°39'06"E., 63.82 feet; 15) S.85°43'51"E., 73.61 feet; 16) S.77°41'46"E., 63.68 feet; 17) S.66°31'57"E., 78.61 feet; 18) S.69°26'26"E., 77.79 feet; 19) S.71°11'36"E., 84.43 feet; 20) S.54°42'58"E., 114.31 feet; 21) S.20°09'23"E., 40.98 feet; 22) S.02°13'18"W., 68.62 feet; 23) S.23°15'02"W., 76.03 feet; 24) S.23°57'57"W., 66.76 feet; 25) S.25°54'05"W., 72.75 feet; 26) S.48°06'39"W., 76.30 feet; 27) S.51°40'16"W., 74.59 feet; 28) S.33°22'13"W., 65.16 feet; 29) S.23°35'46"W., 67.93 feet; 30) S.23°36'28"W., 75.39 feet; 31) S.13°45'35"W., 111.90 feet; 32) S.05°53'02"W., 113.92 feet; 33) S.21°50'43"E., 125.18 feet; 34) S.41°27'48"E., 84.85 feet; 35) S.39°38'46"E., 70.17 feet; 36) S.66°22'01"E., 74.85 feet; 37) S.70°20'00"E., 64.81 feet; 38) S.83°11'32"E., 71.64 feet; 39) S.50°35'03"E., 183.14 feet; 40) S.26°51'04"E., 144.27 feet; 41) S.10°22'43"E., 237.08 feet; 42) S.04°43'27"W., 123.69 feet; 43) S.43°02'01"E., 86.37 feet; 44) S.68°22'04"E., 82.77 feet; 45) N.86°33'26"E., 69.49 feet; 46) N.75°38'47"E., 251.63 feet; 47) N.52°28'50"E., 176.32 feet; 48) N.17°03'49"E., 149.08 feet; 49) N.25°44'31"E., 51.88 feet; 50) N.43°09'51"E., 198.04 feet; 51) S.89°20'39"E., 456.07 feet to the Southeasterly corner thereof, said point also lying on the East boundary of the Northeast 1/4 of the aforesaid Section 7; thence along said East boundary of the Northeast 1/4 of Section 7, S.00°44'05"W., 75.58 feet to the **POINT OF BEGINNING**.

Containing 464.701 acres, more or less.

BHC-DG-035

P:\Dupree Lakes\DUPREELAKES-HOA-EXHA

JMG

March 21, 2005

EXHIBIT B

ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify from the records of this office that DUPREE LAKES HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 18, 2005.

The document number of this corporation is N05000002012.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-eighth day of February, 2005



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

05 FEB 18 PM 1:51
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
DUPREE LAKES
HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statute, Chapter 617, the undersigned, a resident of Florida and of full age, for the purpose of forming a corporation not for profit does hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the corporation shall be Dupree Lakes Homeowners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 2630 S. Falkenburg Road, Riverview, Florida 33569.

ARTICLE III
PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide architectural control of the residence lots and common area within that certain tract of property (the "Property") described in the Declaration of Covenants, Conditions and Restrictions of Dupree Lakes, recorded or to be recorded in the Office of the Clerk of the Circuit Court, Pasco County, Florida (the "Declaration") and as the same may be amended from time to time as therein provided, and to promote the health and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes.

ARTICLE IV
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of not less than three (3) directors nor more than seven (7), who need not be members of the Association (the "Board"). The manner in which the directors are elected or appointed is as stated in the bylaws of the Association ("Bylaws"). The initial number of directors shall be three (3) and may be changed by amendment of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Steven E. Gamm - 2630 S. Falkenburg Road, Riverview, Florida 33569

Joseph Reagan - 2630 S. Falkenburg Road, Riverview, Florida 33569

Keith Malcuit - 2630 S. Falkenburg Road, Riverview, Florida 33569

ARTICLE V
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be located at 2630 S. Falkenburg Road, Riverview, Florida 33569, and the initial registered agent of the Association shall be Steven E. Gamm.

ARTICLE VI
POWERS OF THE ASSOCIATION

The general powers that the Association shall have include all proper acts, necessary or incidental, for the benefit and protection of the Association, to transact any lawful business, and to exercise all powers granted to Associations by the laws of Florida.

The Association shall operate, maintain and manage the surface water or stormwater management system for the Property in a manner consistent with the Southwest Florida Water Management District ("SWFWMD") permit requirements and applicable SWFWMD rules and shall assist in the enforcement of the covenants and restrictions in the Declaration which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE VII
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described herein. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VIII
VOTING RIGHTS

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

Class A: "Class A Members" shall be all owners of any lot shown upon any recorded plat of the Property (the "Lot" or "Lots"), excluding Declarant (as defined in the Declaration). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to such a Lot.

Class B: The "Class B Member" shall be the Declarant, who shall be entitled to six (6) votes for each Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following events:

- A. The total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- B. Ten (10) years from the date of the original recording of the Declaration in the public records of Pasco County, Florida; or
- C. At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

ARTICLE IX
DISSOLUTION

The Association may be dissolved upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency or to any non-profit corporation, association, or other organization to be used for purposes similar to those for which this Association was created.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility of the Association, if any, 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 40, Florida Administrative Code, and be approved in writing by SWFWMD prior to such termination, dissolution, or liquidation.

ARTICLE X
DURATION

The 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 perpetually.

ARTICLE XI
AMENDMENTS

The Association shall have the right to amend these Articles of Incorporation at any time upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the Board at the first meeting of directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

ARTICLE XIII
INDEMNIFICATION


In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees, and agents, and former directors, officers, employees, and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees, and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE XIV
INCORPORATOR

The name and address of the incorporator for these Articles of Incorporation is:

Steven E. Gamm
2630 S. Falkenburg Road, Riverview, Florida 33569

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 17 day of February 2005.

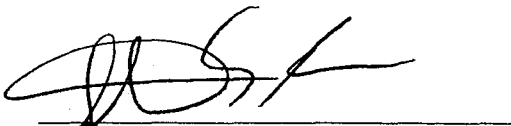


Incorporator

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, I am familiar with the duties and obligations of Registered Agents and I hereby agree to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

Dated this ____ day of February 2005.



Registered Agent

FILED
05 FEB 18 PM 1:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT C

BYLAWS

BYLAWS
OF
DUPREE LAKES
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Dupree Lakes Homeowners Association, Inc. The principal office of the Association shall be located at 2630 S. Falkenburg Road, Riverview, Florida 33569, but meetings of members or directors may be held at such places within Florida designated by the board of directors.

ARTICLE II
DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of Dupree Lakes Homeowners Association, Inc.
2. "Association" shall mean the Dupree Lakes Homeowners Association, Inc., its successors and assigns.
3. "Board" shall mean the board of directors of the Association.
4. "Common Area" shall mean all real property owned by the Association.
5. "Declarant" shall mean Beazer Homes Corp., a Tennessee corporation and its successors and assigns. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
6. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of Dupree Lakes recorded or to be recorded in the Public Records of Pasco County, Florida.
7. "Governing Documents" shall mean these Bylaws, the Articles, and the Declaration.
8. "Lot" shall mean any plot of land shown as a lot upon any recorded subdivision map or plat of the Property (as hereinafter defined) with the exception of the Common Area.
9. "Member" shall mean those persons entitled to membership as provided in the Declaration.

10. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

11. "Property" shall mean that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III
MEMBERS

1. Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.

2. Member Roster. The Secretary of the Association shall maintain a roster in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

ARTICLE IV
MEETING OF MEMBERS

1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the fourth quarter of the fiscal year at a time is established by the Board. The Board shall not hold the annual meeting on a legal holiday.

2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-fourth (1/4) of the Class A Members who are entitled to vote.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. Attendance at Meetings. Any person entitled to cast the vote of a Member, and in the event a Lot is owned by more than one (1) person, all co-Owners of such Lot, may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members as set forth above may be excluded from any meeting of the Members by the presiding officer of such meeting.

5. Organization. At each meeting of the Members, the President, or in his absence, the Vice President, or their designee, shall act as Chairman of the Meeting. The Secretary or, in his absence, any person appointed by the Chairman of the Meeting shall act as Secretary of the meeting.
6. Minutes. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members, their authorized representatives, and the Board, at any reasonable time.
7. Quorum. At meetings of Members, the presence of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date, and place that the meeting will be reconvened, provided that a quorum is obtained.
8. Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than three (3) months prior to such meeting. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.
9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

ARTICLE V
BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a board of a minimum of three (3) and a maximum of seven (7) directors, who need not be Members of the Association. The number of directors shall always consist of an odd number.
2. Term of Office. At the annual meetings of the Members, the Members, when entitled, shall elect directors for a term of one (1) year or until the next annual meeting of the Members whichever is later. The term of each director's services shall extend until the next annual Members meeting and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.
3. Removal. Any director may be removed from the Board, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
4. Compensation. No director shall receive compensation for any service he may render to the Association. However, a director may be reimbursed for expenses incurred in the performance of his duties.

5. Nomination. Nomination for election to the Board shall be made from the floor at the annual meeting.

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

ARTICLE VI
MEETINGS OF DIRECTORS

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

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

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

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

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.

B. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.

- C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents.
- D. Employ a manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.
- E. Appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board, which may include any powers which may be exercised by the Board.

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

- A. Cause to be kept minutes of all meetings of the Members and Board.
- B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- C. As more fully provided in the Declaration, to:
- D. Fix the amount of the annual assessment against each Lot.
- E. Send written notice of each assessment to every Owner in advance of each annual assessment period.
- F. Foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.
- G. 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.
- H. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- I. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- J. Cause the Common Area to be maintained.
- K. Supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property.

- L. Maintain bank accounts on behalf of the Association and designate signatories required therefor.
- M. Enter into and upon any portion of the Property, including any Lot(s), when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so.
- N. Perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.
2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.
3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.
4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
5. Resignation and Removal. Any Officer may be removed from office, with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time as specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.
6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.
7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

8. Duties. The duties of the officers are as follows:
- A. President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
 - B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
 - C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
 - D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each to each of the Members.

ARTICLE IX INDEMNIFICATION

The directors and officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, assessments or fee as provided by law.

ARTICLE X COMMITTEES

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

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, Articles and Bylaws of the Association shall be available for inspection

by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Dupree Lakes Homeowners Association, Inc., the year "2005" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

ARTICLE XIII
AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Owners. Notwithstanding the foregoing, the Declarant specifically reserves the right to amend these Bylaws in order to comply with the requirements of the Southwest Florida Water Management District or any other governmental agency.

ARTICLE XIV
MISCELLANEOUS

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

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Dupree Lakes Homeowners Association, Inc., a Florida corporation not for profit; and

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this _____ day of _____ 2005.

Secretary

EXHIBIT D

SURFACE WATER MANAGEMENT SYSTEM PERMIT



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
3600 West Sovereign Path
Suite 226
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

Watson L. Haynes II
Chair, Pinellas

Heidi B. McCree
Vice Chair, Hillsborough

Judith C. Whitehead
Secretary, Hernando

Talmadge G. "Jerry" Rice
Treasurer, Pasco

Edward W. Chance
Manatee

Thomas G. Dabney
Sarasota

Maggie N. Dominguez
Hillsborough

Ronnie E. Duncan
Pinellas

Ronald C. Johnson
Polk

Janet D. Kovach
Hillsborough

Patsy C. Symons
DeSoto

David L. Moore
Executive Director

Gene A. Heath
Assistant Executive Director

William S. Bilenky
General Counsel

October 26, 2004

OR BK **6284** PG **1623**
64 of 83

Ed Suchora
Beazer Homes Corporation
2630 South Falkenburg Road
Riverview, FL 33569

Subject: **Notice of Final Agency Action for Approval**
ERP Individual Construction
Permit No.: 43026836.000
Project Name: Dupree Lakes
County: Pasco
Sec/Twp/Rge: 6,7,18/26S/19E

Dear Mr. Suchora:

The Environmental Resource permit referenced above was **approved** by the District Governing Board subject to all terms and conditions set forth in the permit.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact C. Lynn Miller, P.E., at the Brooksville Service Office, extension 4487. For assistance with environmental concerns, please contact Alexander D. Aycrigg, extension 4390.

Sincerely,

BJ Jarvis, Director
Records and Data Department

BJJ:jkw

Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction

cc/enc: File of Record 43026836.000
B. Patrick Gassaway, P.E., Heidt and Associates, Inc.
US Army Corps of Engineers

File: Dupree/Permits

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43026836.000

Expiration Date: October 26, 2009 PERMIT ISSUE DATE: October 26, 2004

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Dupree Lakes

GRANTED TO: Beazer Homes Corporation
2630 South Falkenburg Road
Riverview, FL 33569

ABSTRACT: This permit authorizes the construction of a new surface water management system serving a 471.40-acre, residential subdivision called Dupree Lakes. The project is located in Pasco County, near the southeast corner of Ehren Cutoff and Parkway Boulevard. Adjacent properties include Pasco County Utilities, Land O'Lakes Wastewater Treatment Plant, Baldomero Lopez Veteran's Nursing Home, Dupree Gardens Estates, and rural, residential and undeveloped parcels.

OP. & MAINT. ENTITY: Dupree Lakes Homeowner's Association

COUNTY: Pasco

SEC/TWP/RGE: 6,7,18/26S/19E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 471.40

PROJECT SIZE: 471.40 Acres

LAND USE: Residential

DATE APPLICATION FILED: March 23, 2004

AMENDED DATE: N/A

I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
1	1.15	Wet Detention
2	1.13	Wet Detention
3	0.68	Wet Detention
4/5	0.69	Wet Detention
6	5.00	Wet Detention
7	0.83	Wet Detention
8/Wetland/Sump 2,2A,3	9.91	Wet Detention
9/9A/Sump 9A/9B/Wetland	15.78	Retention
10	2.85	Wet Detention
11	0.59	Wet Detention
12	3.87	Wet Detention
13	20.14	Retention
14	0.85	Wet Detention
15	3.42	Wet Detention
16	1.07	Wet Detention
17	1.95	Wet Detention
1A/Sump 1/Wetland 400	3.51	Wet Detention
TOTAL	73.42	

A mixing zone is not required.
 A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
12.38	14.36	SM [X]	Depth [N/A]

*Codes [X] for the type or method of compensation provided are as follows:

SM = Storage Modeling hydrographs of pond and receiving stages indicate timing separation;

MI = Minimal Impact based on modeling of existing stages vs. post-project encroachment.

N/A = Not Applicable

Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims **MI type of compensation.

III. Environmental Considerations

Wetland Information:				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
100	6.25	6.25	0.00	0.00
200	11.51	9.62	0.00	1.89
200D	0.11	0.11	0.00	0.00
300	0.71	0.71	0.00	0.00
400	2.64	1.00	0.00	1.64
500	14.77	14.43	0.00	0.34
600	1.18	0.00	0.00	1.18
700	45.64	45.64	0.00	0.00
800	18.21	18.21	0.00	0.00
900	6.43	6.43	0.00	0.00
1000	62.01	61.91	0.00	0.10
1100	1.13	1.13	0.00	0.00
1200	4.27	4.05	0.00	0.22
1600	0.60	0.60	0.00	0.00
TOTAL	175.46	170.09	0.00	5.37

Mitigation Information:					
AREA NO.	CREATED/ RESTORED AC.	UPLAND PRESERVED AC.	ENHANCED WETLAND AC.	WETLANDS PRESERVED AC.	MISC. MITI. AC.
M-1	2.86	0.00	0.00	0.00	0.00
M-2	1.10	0.00	0.00	0.00	0.00
M-3	1.14	0.00	0.00	0.00	0.00
M-4	2.40	0.00	0.00	0.00	0.00
M-5	1.02	0.00	0.00	0.00	0.00
TOTAL	8.52	0.00	0.00	0.00	0.00
NET CHANGE	+3.15	OTHER MITIGATION TOTAL			0.00

Watershed Name: Hillsborough River

Comments: This project contains 175.46 acres of wetlands. Project construction will result in 5.37 acres of permanent impact to wetlands and other surface waters. No mitigation is required for 0.11 acre of surface water impact as it does not provide significant habitat for threatened and endangered species. Mitigation for the wetland impacts is provided by the construction of five wetland creation areas totaling 8.52 acres. The mitigation required is based on requirements set forth in Chapter 62-345 F.A.C. A wetland buffer has been provided as reasonable assurance that secondary impacts will not occur.

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Brooksville Regulation Department
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Brooksville Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA M-1, M-2, M-3, and M-4**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation. Please refer to Sheet 18 of the construction drawings for cross-section details of mitigation areas.

- A. The mitigation area can be reasonably expected to develop into a palustrine emergent wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."
- C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES ¹	SUBDOMINANT SPECIES ²
Upper	Canopy	5	<i>Ilex cassine</i>	
	Shrub	30	<i>Hypericum fasciculatum</i>	
	Herbaceous	65	<i>Spartina bakeri</i> <i>Panicum hemitomom</i>	<i>Iris hexagona</i> <i>Paspalum distichum</i> <i>Juncus effusus</i>
Middle	Canopy	5	<i>Taxodium spp.</i>	
	Shrub	30	<i>Cephalanthus occidentalis</i> <i>Hypericum fasciculatum</i>	
	Herbaceous	70	<i>Pontederia cordata</i> <i>Sagittaria lancifolia</i> <i>Panicum hemitomom</i>	<i>Juncus effusus</i> <i>Iris hexagona</i> <i>Paspalum distichum</i>
Lower	Herbaceous	90	<i>Scirpus validus</i> <i>Pontederia cordata</i> <i>Panicum hemitomom</i>	

¹ Tree species must be greater than 12 feet in height and have been planted for greater than 3 years.

² Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within 3 years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."
- E. Density of *Taxodium* surviving in the mitigation area equals or exceeds 20 trees/acre for trees greater than or equal to 12 feet in height.
- F. Coverage by nuisance or exotic species does not exceed 10 percent.
- G. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA M-5

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- A. The mitigation area can be reasonably expected to develop into a palustrine forested wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."
- C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

Zone	STRATUM	PERCENT COVER	DOMINANT SPECIES ¹	SUBDOMINANT SPECIES 2
Upper	Canopy	30	<i>Acer rubrum</i> <i>Quercus laurifolia</i> <i>Ilex cassine</i>	
	Shrub	20	<i>Hypericum fasciculatum</i>	<i>Myrica ceriphera</i>
Middle	Herbaceous	60	<i>Paspalum distichum</i> <i>Spartina bakeri</i>	<i>Iris hexagona</i> <i>Juncus spp.</i>
	Canopy	30	<i>Taxodium distichum</i> <i>Nyssa biflora</i>	<i>Acer rubrum</i>
	Shrub	10	<i>Cephalanthus occidentalis</i> <i>Viburnum obovatum</i>	<i>Hypericum fasciculatum</i>
	Herbaceous	60	<i>Pontederia cordata</i> <i>Sagittaria lancifolia</i> <i>Spartina bakeri</i>	<i>Juncus effusus</i> <i>Paspalum distichum</i>
Lower	Canopy	30	<i>Nyssa biflora</i> <i>Taxodium distichum</i>	
	Herbaceous	60	<i>Scirpus validus</i> <i>Pontedaria cordata</i> <i>Panicum hemitomom</i>	

1 Tree species must be greater than 12 feet in height and have been planted for greater than 3 years.

2 Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within 5 years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."
- E. Density of *Taxodium* and *Nyssa biflora* surviving in the mitigation area equals or exceeds 440 trees/acre for trees greater than or equal to 12 feet in height.
- F. Coverage by nuisance or exotic species does not exceed 10 percent.
- G. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA FOR PLANTED UPLAND BUFFERS

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. The planted buffers constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- A. The mitigation area can be reasonably expected to develop into a forested upland.
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."
- C. The dominant and subdominant species of desirable plants comprising each vegetation stratum of the mitigation area shall be as follows:

STRATUM	PERCENT COVER	DOMINANT SPECIES ¹	SUBDOMINANT SPECIES
Canopy	30	<i>Quercus laurifolia</i> <i>Ilex cassine</i>	
Shrub	60	<i>Myrica cerifera</i>	

1 Tree species must be greater than 12 feet in height and have been planted for greater than three years.

This criterion must be achieved within five years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting vegetation are indicative of the habitat type specified in criterion "A."
- E. Density of *Quercus laurifolia* and *Ilex cassine* surviving in the mitigation area equals or exceeds 1045 trees/acre for trees greater than or equal to 12 feet in height.
- F. Coverage by nuisance or exotic species does not exceed 5 percent.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately addressed secondary impacts associated with the regulated activity and that the site conditions are sustainable.

- 7. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
- 8. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.
- 9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation areas. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above.

Monitoring Data shall be collected semi-annually.

10. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:
 - A. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;
 - B. suspending all maintenance activities in the wetland mitigation areas including, but not limited to, irrigation and addition or removal of vegetation; and,
 - C. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.
12. The Permittee shall, within 120 days of initial wetland impact and prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in accordance with the design details in the final approved construction drawings.
13. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
14. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - wetland preservation
 - wetland buffers
 - limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

15. All wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
16. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Brooksville Regulation Department."

17. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:

- all wetlands
- wetland buffers
- 100-yr floodplain areas
- floodplain compensation areas

18. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Brooksville Regulation Department Service Office:

- A. homeowners, property owners, master association or condominium association articles of incorporation, and
- B. declaration of protective covenants, deed restrictions or declaration of condominium.

The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.

19. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD)."

20. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

21. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Brooksville Service Office.

22. All lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the Brooksville Regulation Department) as part of the deed restrictions.

"The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, Surface Water Regulation Manager."

23. The Permittee shall notify the District at least 48 hours prior to the maximum excavation of each retention/detention pond and must notify the District upon the completion of each retention/detention pond.

24. The Permittee shall submit monthly construction status reports beginning one month from the date of permit issuance. Each report shall be due by the end of the month following data collection. This report shall contain the current status of the following construction:

retention/detention ponds

Reporting for each of the listed items shall continue until construction has been completed for that item.

25. If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the affected area shall cease.
26. The Permittee shall notify the District of any sinkhole development in the surface water management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
27. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.
28. The proposed construction anticipates changing the peak stages in several wetlands, water bodies, and depressions within the contiguous ownership area. The permit holder will be required to advise purchasers of land within this plan of development of the anticipated elevation of the 100-year, 24-hour design storm event, when such elevation exceeds that shown on the appropriate Flood Insurance Rate Map as issued by the Flood Insurance Administration.
29. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.



Authorized Signature

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. 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 section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

PROFESSIONAL CERTIFICATION*
FOR THE ENGINEERING EVALUATION REPORT

MSSW/ERP Permit Number: 43026836.000
Date Application Received: March 23, 2004
Permittee's Name: Beazer Homes Corporation
Address: 2630 South Falkenburg Road
Riverview, FL 33569
Project Name: Dupree Lakes
Project Description: Residential
Project Size: 471.40 Acres
Activity: Construction
Section(s)/Township/Range: 6,7,18/26S/19E

I HEREBY CERTIFY that the engineering features described in the referenced application to construct and/or operate a surface water management system associated with the indicated project have been evaluated regarding provision of reasonable assurance of compliance with Part IV, Chapter 373, Florida Statutes, and Chapters 40D-4, 40D-40 or 40D-400, Florida Administrative Code (F.A.C.), as applicable. I have not evaluated and do not make any certifications as to other aspects of the proposal.

 (Seal)

Charles Lynn Miller, FL P.E. # 16342
Storm Water Resources of Florida, L.C.
320 W. Fletcher Avenue, Suite 104
Tampa, FL 33612-3400
EB-7705
813-933-5553
Brooksville Regulation Department
Southwest Florida Water Management District

* When required by Subsection 61G15-26.001(1), F.A.C., a professional engineer's seal, signature and date (i.e., "Professional Certification") means that the work indicated has been conducted under the responsible supervision, direction or control of a person licensed by the State to practice engineering, who by authority of their license is required to have some specialized knowledge of engineering. Professional Certification is not a guaranty or warranty of fitness or suitability, either explicit or implied.

EXHIBIT E

WETLAND AND BUFFER EXHIBIT

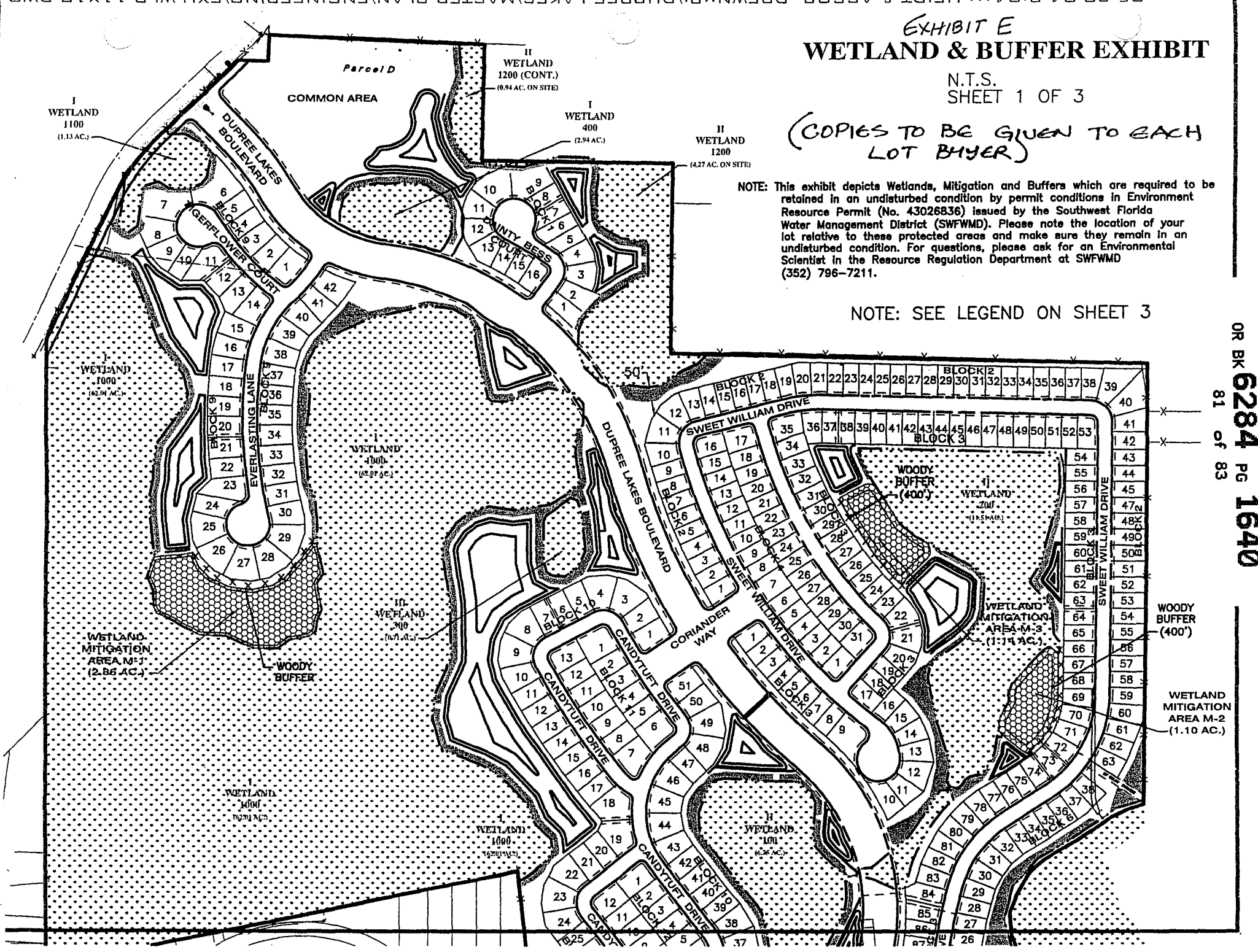
EXHIBIT E
WETLAND & BUFFER EXHIBIT

N.T.S.
 SHEET 1 OF 3

(COPIES TO BE GIVEN TO EACH
 LOT BUYER)

NOTE: This exhibit depicts Wetlands, Mitigation and Buffers which are required to be retained in an undisturbed condition by permit conditions in Environment Resource Permit (No. 43026836) issued by the Southwest Florida Water Management District (SWFWMD). Please note the location of your lot relative to these protected areas and make sure they remain in an undisturbed condition. For questions, please ask for an Environmental Scientist in the Resource Regulation Department at SWFWMD (352) 796-7211.

NOTE: SEE LEGEND ON SHEET 3



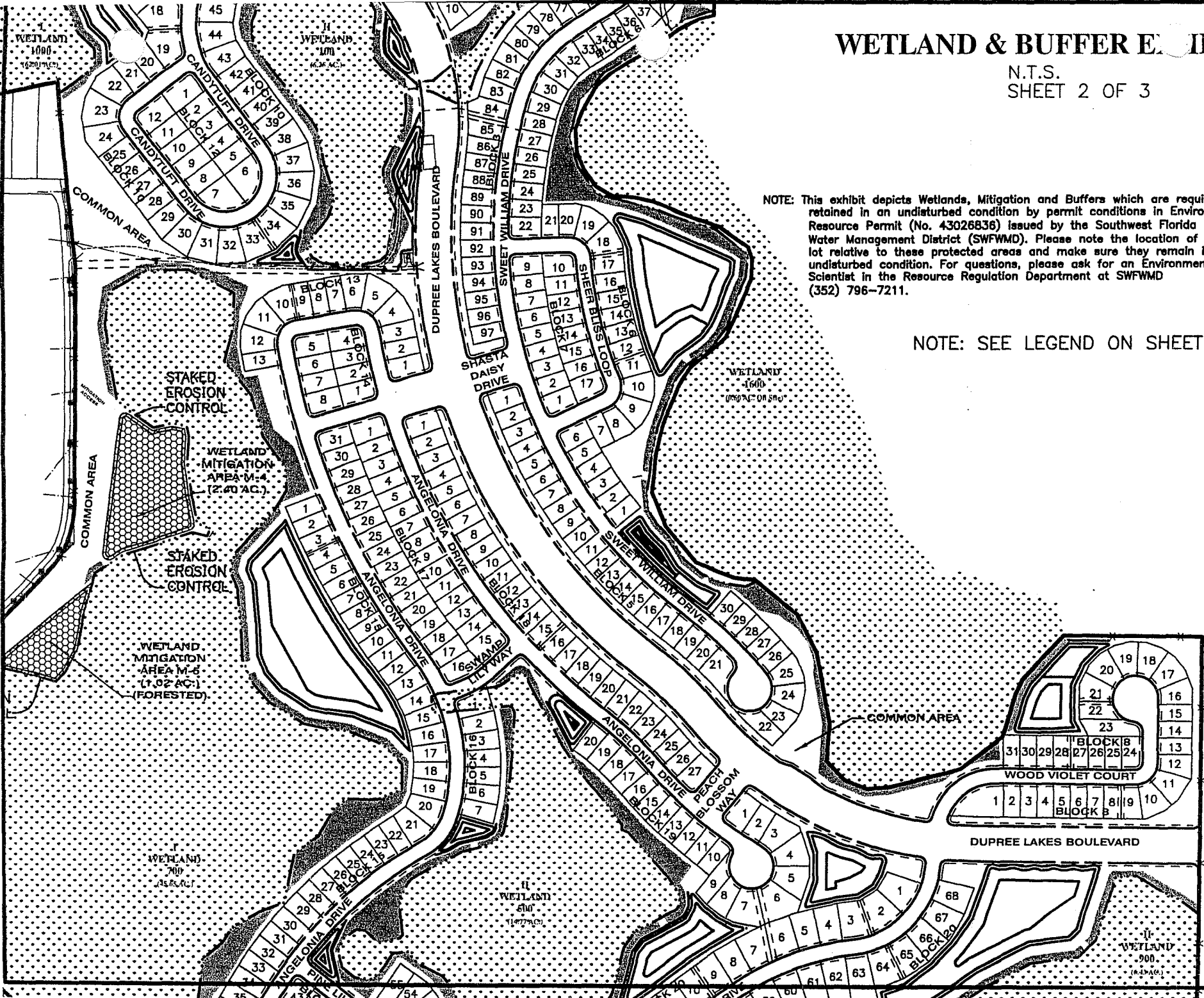
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WETLAND & BUFFER EXHIBIT

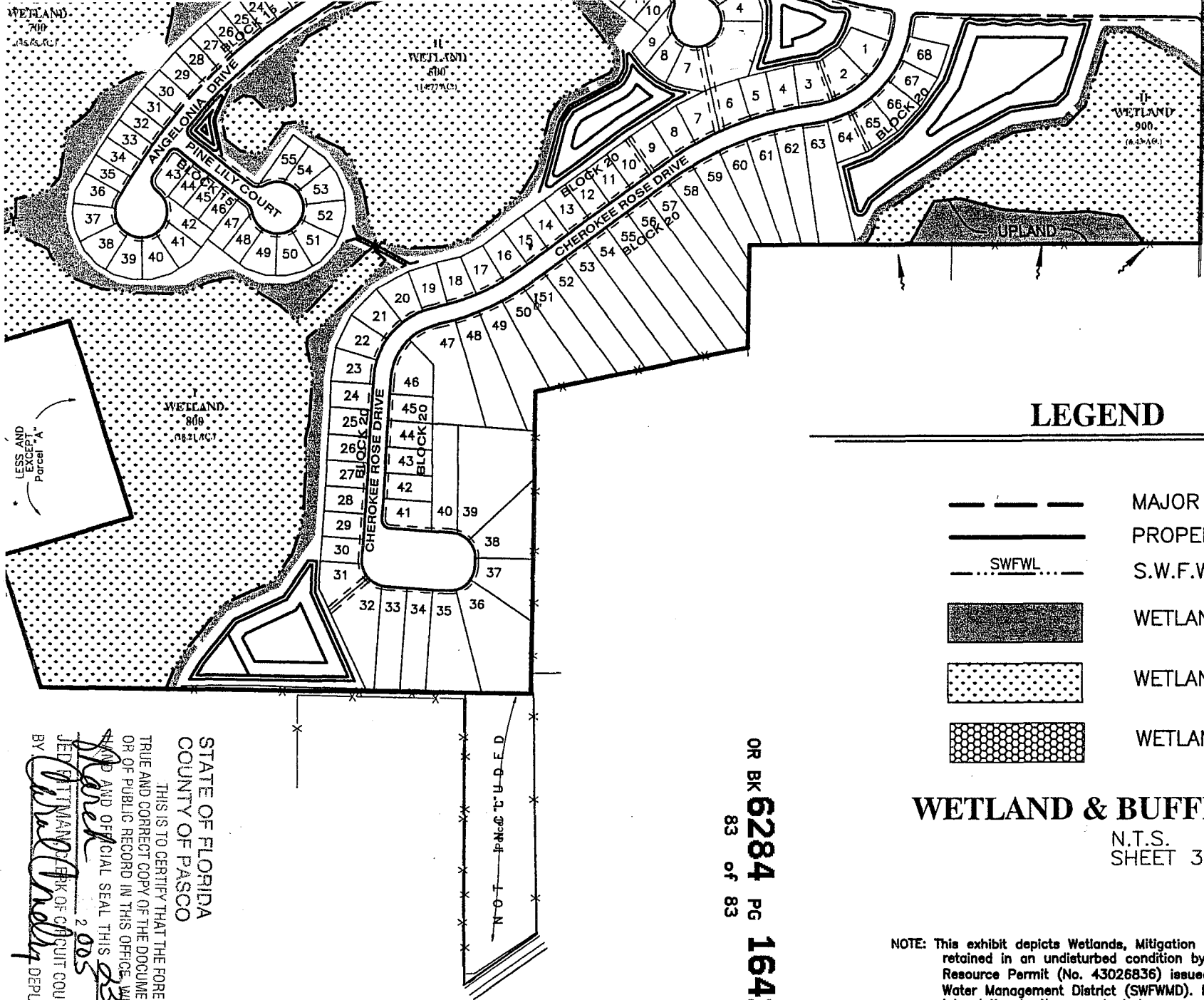
N.T.S.
SHEET 2 OF 3

NOTE: This exhibit depicts Wetlands, Mitigation and Buffers which are required to be retained in an undisturbed condition by permit conditions in Environment Resource Permit (No. 43026836) issued by the Southwest Florida Water Management District (SWFWMD). Please note the location of your lot relative to these protected areas and make sure they remain in an undisturbed condition. For questions, please ask for an Environmental Scientist in the Resource Regulation Department at SWFWMD (352) 796-7211.







NOTE: SEE LEGEND ON SHEET 3



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LEGEND

-  MAJOR DRAINAGE AREAS
-  PROPERTY LINE
-  S.W.F.W.M.D. WETLAND LINE
-  WETLAND BUFFER LIMITS
-  WETLAND AREAS
-  WETLAND MITIGATION AREAS

WETLAND & BUFFER EXHIBIT

N.T.S.
SHEET 3 OF 3

NOTE: This exhibit depicts Wetlands, Mitigation and Buffers which are required to be retained in an undisturbed condition by permit conditions in Environment Resource Permit (No. 43026836) issued by the Southwest Florida Water Management District (SWFWMD). Please note the location of your lot relative to these protected areas and make sure they remain in an undisturbed condition. For questions, please ask for an Environmental Scientist in the Resource Regulation Department at SWFWMD (352) 796-7211.

OR BK 6284 PG 1642
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STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RECORD IN THIS OFFICE, WITNESS MY HAND AND OFFICIAL SEAL THIS 23 DAY OF JANUARY 2005

JED OTTMAN, CLERK OF CIRCUIT COURT
BY *[Signature]* DEPUTY CLERK