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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GRANARY PARK**

THIS DECLARATION of Covenants, Conditions, and Restrictions for Granary Park ("**Declaration**") is made this 10th day of August, 2021, by Sandridge Land Developers, LLC, a Delaware limited liability company ("**Developer**"), for itself and its successors or assigns.

WITNESSETH:

WHEREAS, Developer is the owner of the real property located in Clay County, Florida more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference ("**Initial Property**"); and

WHEREAS, the Property (as hereinafter defined) has been or will be developed into a residential planned development within which Developer intends to construct single family homes; and

WHEREAS, to preserve the value and desirability of the Property and amenities thereon for the benefit of all owners of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Property as are now or may hereafter be subject to this Declaration, Developer deems it desirable to subject the Property to certain protective covenants, conditions and restrictions hereinafter set forth; and

WHEREAS, the Developer has caused the incorporation of the Granary Park Homeowners Association, Inc. ("**Association**"), a Florida corporation not for profit, for the purposes and intents herein set forth and as described in the Articles of Incorporation for said Association; and

NOW, THEREFORE, the Developer hereby declares that the Property and all portions thereof (except to the extent specifically exempted herein), shall be owned, used, sold, conveyed, leased, encumbered, demised and occupied subject to the easements, restrictions and covenants of this Declaration, which shall run with the Property and every Person (as defined herein) acquiring title to any portion of the Property, no matter how acquired, shall be deemed to have agreed to all of the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its obligations.

ARTICLE I
DEFINITIONS

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Governing Documents shall have the following meanings:

- (a) "ACOE" means the U.S. Army Corps of Engineers.
- (b) "Additional Property" means those lands together with any improvements thereon which may be made subject to this Declaration by annexation pursuant to Article III hereof.
- (c) "Annual Maintenance Assessment" means the Association's annual maintenance assessment levied against the Lots pursuant to the budget adopted annually by the Association in accordance with the provisions of this Declaration.
- (d) "Articles" means the Articles of Incorporation of the Association, as amended from time to time. A copy of the initial Articles is attached as **Exhibit "B"** to this Declaration.
- (e) "Assessments" means collectively, all assessments, charges, sums, and other amounts established or levied pursuant to the terms of this Declaration, including without limitation, the Annual Maintenance Assessment, Initial Assessment, and any Special Assessment or Individual Assessment.
- (f) "Association" means and refers to Granary Park Homeowners Association, Inc., a Florida not-for-profit corporation organized and operated pursuant to Chapters 617 and 720, *Florida Statutes*, its successors and assigns.
- (g) "Association Property" means the lands, leaseholds, and tangible and intangible personal property owned by or dedicated to the Association, including but not limited to the Common Areas, and any easements granted to the Association.
- (h) "Board" or "Board of Directors" means the Board of Directors of the Association.
- (i) "Builder" means any person designated in writing as such by Developer who purchases Lots within the Property for the purpose of constructing Residential Units thereon for sale to Lot Owners.
- (j) "Bylaws" means the Bylaws of the Association, as amended from time to time. A copy of the initial Bylaws are attached to this Declaration as **Exhibit "C"**.
- (k) "Common Area" or "Common Areas" shall mean all real property or interest in real property now or hereafter owned by or dedicated to the Association for the common use and enjoyment of all Lot Owners, together with all improvements, fixtures, landscaping and tangible personal property now or hereafter situated thereon and all appurtenant easements.
- (l) "Common Expenses" means and includes the actual and estimated expenses of operating the Association, all as may be found to be necessary and appropriate by the

Board of Directors pursuant to this Declaration, the Bylaws, and the Articles of the Association. Common Expenses may include reserves for capital expenditures and/or deferred maintenance in accordance with Florida law or reserves for other purposes as deemed necessary or desired by the Board of Directors of the Association.

(m) “Common Maintenance Areas” means all real property and tangible personal property from time to time designated by this Declaration, the Association (with Developer’s consent if prior to Turnover) or Developer, as a maintenance responsibility of the Association for the benefit of all Lot Owners. Common Maintenance Areas may or may not be owned by the Association and may or may not be located within the Property.

(n) “CDD” shall have the meaning as set forth in Article II, Section 2.

(o) “CDD Property” means 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 Developer 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.

(p) “Conservation Areas” means those portions of the Property designated as conservation or preservation areas on any Plat, and those portions of the Property with respect to which a conservation easement(s) is recorded as required by governmental or quasi-governmental authorities having jurisdiction, which areas may include, without limitation, certain jurisdictional wetlands and developable uplands which have been restricted to be used to promote habitation conservation or preservation and to protect environmental resources within the Development in accordance with, and subject to the terms of the conservation easements which set forth the permitted uses of those areas.

(q) “County” means Clay County, Florida.

(r) “Declaration” means and refers to this Declaration of Covenants, Conditions, and Restrictions for Granary Park, together with any amendments and supplements hereto.

(s) “Design Review Committee” or “DRC” means a committee established under Article X hereof to exercise the functions delegated to it in connection with review and approval or denial of modifications, alterations, improvements, renovations, or reconstruction of the exterior Residential Units or Lots.

(t) “Design Review Guidelines” means the architectural, design and aesthetic guidelines, standards rules, procedures and criteria for Granary Park, which are promulgated and adopted by Developer or the Design Review Committee, from time to time, together with all modifications, amendments, alterations and supplements thereto.

(u) “Developer” means Sandridge Land Developers, LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, its successors and assigns to whom rights of the Developer hereunder are specifically assigned, in whole or in part, by instrument recorded in the Public Records.

Developer may assign all or a portion of such rights in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed the Developer unless expressly stated in the assignment, but may exercise such rights of Developer as are specifically assigned to it. Any assignment may be made on a non-exclusive basis.

(v) “Development” means the residential subdivision project known as “Granary Park” which is being developed on the Property. The Development shall include any Additional Property made subject to this Declaration in accordance with the provisions hereof.

(w) “Governing Documents” collectively means this Declaration, the Articles, and the Bylaws, as the same may be amended from time to time.

(x) “Individual Assessment” has the meaning set forth in Article VII, Section 4 of this Declaration.

(y) “Initial Assessment” has the meaning set forth in Article VII, Section 2 of this Declaration.

(z) “Land Bank Investor” means a person designated in writing as such by Developer who purchases Lots within the Property for the purpose of selling vacant Lots to a professional homebuilder.

(aa) “Lot” means any one of the platted portions of land into which the Property has been subdivided, upon each of which a Residential Unit has been or is intended to be constructed. The term “Lot” shall not include Common Areas, Common Maintenance Areas, or property dedicated for utility sites or public use.

(bb) “Master Plan” means the conceptual plan for the development of the Development as determined by the Developer from time to time. All references to the Master Plan shall be references the latest version thereof.

(cc) “Majority” means those eligible votes totaling more than fifty percent (50%) of the total eligible number.

(dd) “Member” means every Person who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration, but excluding persons or entities holding title merely as security for performance of an obligation. Notwithstanding the foregoing or anything else contained herein to the contrary, a Builder and Land Bank Investor shall not be considered a “Member” until after the expiration of Class B membership, as provided in Article VI of this Declaration.

(ee) “Mortgage” means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien on any Lot, as security for performance of an obligation. The term “Mortgage” does not include judgments, involuntary liens, or liens arising by operation of law. “First Mortgage” means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

(ff) "Mortgagee" means the Person(s) named as the obligee under any First Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

(gg) "Owner" or "Lot Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot, including Developer, Builders and contract sellers, but excluding contract buyers, any Person holding such fee simple title merely as security for the performance of an obligation, the Association, the CDD and governmental authorities and utility companies that have received dedications or conveyances of rights-of-way, easements or utility sites. Developer is an Owner as to all portions of the Property owned by Developer.

(hh) "Person" means a natural person or entity having legal capacity.

(ii) "Plat" means any subdivision plat of all or any portion of the Property recorded in the Public Records of the County, and any revisions or replats thereof and amendments thereto.

(jj) "Property" means the Initial Property located in Clay County, Florida, as described in Exhibit "A" attached to this Declaration, together with any Additional Property hereafter made subject to this Declaration pursuant to Article III hereof.

(kk) "Residential Unit" means any improvement on a Lot intended as a residence for a single-family, including without limitation, any detached single-family dwelling, or any attached dwelling unit (for example, a townhouse unit) capable of being independently owned and conveyed. Improvements shall constitute a Residential Unit at such time as construction of the dwelling unit is completed and a certificate of occupancy is issued for the unit by the applicable governmental authorities.

(ll) "Road" or "Roadway" means any street, highway or other thoroughfare constructed within the Property whether the same is designated as a street, avenue, boulevard, drive, driveway, place, court, road, terrace, way, circle, lane, walk or other similar designation.

(mm) "Rules" means any rules and regulations pertaining to the use of Property that may be duly adopted from time to time by the Association in accordance with the Governing Documents.

(nn) "SJRWMD" means St. Johns River Water Management District.

(oo) "SJRWMD Permit" means the SJRWMD permit numbers 150401-3, 150401-4, and any such other permit(s) applicable to the Property issued by SJRWMD, as each may be amended from time to time.

(pp) "Special Assessment" has the meaning set forth in Article VII, Section 3 of this Declaration.

(qq) "Supplemental Declaration" means any instrument recorded in the Public Records of County which extends the effect of this Declaration to Additional Property or which withdraws Common Area pursuant to Article IV, Section 2 of this Declaration.

(rr) "Surface Water Management System" shall mean any portion of the surface water or stormwater management system which is designed, constructed or implemented pursuant to the SJRWMD Permit to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, or water pollution otherwise affecting the quantity discharge of the water.

(ss) "Turnover" shall mean the date on which the Lot Owners other than Developer or Builders elect a majority of the Board of Directors.

(tt) The "Work" means the initial development of all or any portion of the Property pursuant to the Master Plan, including the construction and installation of roads, utility systems, community facilities, buildings and other improvements, and the sale, lease, or other disposition of the Property as improved or unimproved parcels, but does not include the construction of individual Residential Units by Persons other than Developer. Such term is to be construed broadly to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE II

DEVELOPMENT MATTERS

Section 1. CDD. The Property is included within the Sandridge Community Development District ("CDD"), a special purpose unit of local government created pursuant to Chapter 190, *Florida Statutes*, for the purpose of financing the construction and development of infrastructure improvements and facilities benefitting lands within the Development, and providing maintenance and administration of improvements and facilities financed by the CDD and otherwise. It is intended that the CDD will construct, own, operate and maintain recreational amenities, drainage facilities, parks and/or green space, and roadways within the Development. The Association and each Owner of a Lot located within the CDD is subject to regulations associated therewith and any taxes and assessments which the CDD may impose in order to pay for the construction, operation, maintenance and/or cost of the facilities and services which it provides. Any such taxes and assessments of the CDD will be billed directly to the Association and/or each Owner of a Lot, or collected on the annual real estate tax bills. In addition to any other rights that the Developer may have pursuant to this Declaration, Developer shall have the right to convey or grant easements over any Common Area to the CDD or to subject the Property, or any portion thereof, to the documents establishing the CDD. Further, the Developer shall have the right to cause the Association to enter into an agreement with the CDD with respect to the management or maintenance of any real property or improvements constructed thereon or thereunder in which the CDD has an interest.

Section 2. Eagle Disclosure and Eagle Permit. The U.S. Fish & Wildlife Service has issued that certain Short-Term Eagle Incidental Take Permit Number MB83295D-0 (the "Eagle Permit") with respect to the Development. The Association shall not take any action, and no Owner shall take any action, which violates the conditions of the Eagle Permit. Each Owner, and the Association, agrees to indemnify and hold harmless the permittee under the Eagle Permit, and the Indemnified Parties (as defined in Article IV, Section 6 of this Declaration), against any Losses (as defined in Article IV, Section 6 of this Declaration) incurred or asserted against any of them, as a result of such Owner's or the Association's actions, which violate the Eagle Permit.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The Property is and shall be improved, held, transferred and occupied subject to this Declaration. As of the date hereof, Developer intends to develop the Property described in Exhibit "A" attached hereto as the first phase of the Development. In addition, Developer may, in the future, but shall have no obligation, to annex and submit Additional Property to the lands encumbered by this Declaration. If Developer elects to annex and submit Additional Property to the Property encumbered by this Declaration, then Developer shall follow the procedures set forth in Section 3 below. Until such time, only the Property described in Exhibit "A" to this Declaration shall be encumbered hereby.

Section 2. Additional Property. Developer shall have the right, but not the obligation, to bring within the scope of this Declaration, any Additional Property lying in the vicinity of the Property at any time within twenty (20) years from the date this Declaration is recorded in the Public Records of the County, which annexation may be accomplished at Developer's sole discretion, without the consent of the Association, the Owners, or any Mortgagee or other lien holder. If Developer elects to annex and submit Additional Property to this Declaration, Developer shall follow the procedure set forth in Section 3 below.

Section 3. Method of Annexation. Additions authorized under this Article III shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to Additional Property. Each Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the real property being annexed or of the housing or development approaches being implemented. Such additional terms may also provide for additional property owners' associations to have administrative responsibility and control over certain portions of the Property. From and after recordation of any Supplemental Declaration in the Public Records of the County, the Additional Property described therein shall constitute part of the Property and shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

ARTICLE IV
COMMON AREA PROPERTY RIGHTS

Section 1. Conveyance of Common Areas. Developer will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept the title to, any Common Areas owned by Developer at such time as, in Developer's sole discretion, Developer deems appropriate. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions and limitations of record, and easements for ingress, egress, drainage and public utilities in favor of governmental entities or private parties as deemed appropriate by Developer. Upon recordation of any deed or deeds conveying Common Areas to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by Developer.

The Association shall accept "As Is" the conveyance of such Common Area 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 purposes, and without any representation or warranties regarding future repair 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 except as set forth herein.

All costs and expenses of any conveyance of any property by Developer to the Association shall be paid by the Association.

Section 2. Rights of Developer to Designate and Withdraw Property as Common Area. Notwithstanding anything to the contrary contained in this Declaration or any Plat, Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Areas provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this subsection, property separated only by public or private roads, water bodies or open space shall be deemed contiguous). For so long as Developer owns any portion of the Property and notwithstanding anything to the contrary contained in this Declaration or any Plat, Developer may, in Developer's sole discretion, at any time, withdraw, or cause to be withdrawn, land from the Common Areas. The prior sentence notwithstanding: (i) in the event such withdrawal of Common Area shall materially and adversely affect access or drainage to or from any Lot, Developer shall not have the right to withdraw such Common Area without the consent of the Owner of the Lot which is so affected; and (ii) in the event the Common Area to be withdrawn is owned by the Association or contains completed amenities constructed for use by Owners, then such withdrawal shall require approval by a majority of the Owners other than Developer, present in person or by proxy, at a duly convened meeting of the Owners, at which a quorum is present. Addition of land to, and withdrawal of land from, the Common Areas shall be evidenced by recording a deed or Supplemental Declaration as applicable, in the Public Records of the County, which shall specifically

reference such addition or withdrawal. Withdrawal of land from the Common Areas by Developer shall terminate any and all easements and rights of use of Owners other than Developer in such land, unless otherwise expressly provided in such withdrawal instrument. No land owned by Developer shall be deemed to be Common Areas unless such land is expressly referenced as such herein or subsequently designated as such by Developer pursuant to a Plat of such lands, a deed conveying such lands or any interest therein to the Association, or otherwise pursuant to this subsection, even if Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Areas pursuant to this subsection upon Developer's written request, the Association shall promptly execute and deliver to Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to confirm or effectuate the withdrawal of such Common Areas.

Section 3. Use by Developer, Builders and Other Persons. Notwithstanding the transfer of ownership of the Common Areas to the Association, Developer, and Builders to the extent authorized by Developer by a separate instrument, shall have the right to use and occupy portions of the Common Area without payment or any rent or use fee for any purpose deemed necessary or desirable by Developer in connection with Developer's or a Builder's sales and marketing activities, including, without limitation, for purposes of a sales and marketing center, special events, promotional and marketing events hosted by Builders or Developer, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales and marketing signs, until Developer and all Builders have sold all Lots within the Property, notwithstanding Turnover. Developer shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement. Prior to Turnover, Developer, and after Turnover, the Association through the Board, shall have the right and authority to allow, by easement, license, rental agreement or otherwise, the use of the Common Areas by Persons providing utility, telecommunication, security or other services to the Development or any portion thereof. Prior to Turnover, Developer, and after Turnover, the Association through the Board, shall also have the right and authority to allow school, civic, charitable, social groups, and other non-profit organizations to use the Common Area, provided such does not unreasonably interfere with the Owners' use of the Common Areas.

Section 4. Owners' Easements of Enjoyment. Every Owner of a Lot and his or her lessees shall have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot subject to the easements and other property rights granted in this Article, and subject to the following:

(a) Assessments. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with all restrictions on the various Plats of the Property and any other instruments from time to time recorded in the Public Records.

(b) Dedication. The right of the Owner of the Common Areas, with the consent of Developer if not the Owner of the Common Areas, to dedicate or transfer all or

portions of the Common Areas or interests therein to any public agency, authority, or utility. Any dedication or transfer made by Developer as part of the Work or prior to Turnover shall not require the approval of the Members or the Association. Any other dedication or transfer must be approved by at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose at which a quorum is present, and must be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

(c) Developer. The rights of Developer hereunder to add or withdraw land from the Common Areas and to occupy and use (and allow Builders and other third parties to use and occupy) portions of the Common Areas for a sales and marketing center, special events, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules governing the use of the Common Areas.

(e) Suspension for Noncompliance. The right of the Association to suspend voting rights and/or the right to use the Common Areas and facilities by an Owner or his family for any period during which any Assessment against his Lot remains unpaid for more than ninety (90) days, and for a reasonable period to be determined by the Board for any infraction of this Declaration or any of the Rules, it being understood that any suspension for either non-payment of any Assessment or breach of any Rules shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment; provided, however, that the Association shall not suspend the right to use any roads belonging to the Association, subject to the Rules for such use, and provided further that the Association may not suspend any rights and easements reserved herein to the Developer. The Association shall comply with any applicable notice and hearing requirements set forth in Chapter 720, *Florida Statutes*, prior to imposing such proposed suspension.

(f) Governing Documents. The provisions of the Governing Documents, the Rules, and all matters shown on any Plat of all or part of the Property.

(g) Easements. The right of Developer, the Association, the Board, the CDD, and utility companies and other Owners with respect to the easements established in this Article and other provisions of this Declaration.

(h) Requirements of Law. The provisions of applicable laws and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property.

(i) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas, and restrictions, limitations and easements of record.

Section 5. No Partition. Except as permitted in this Declaration, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any

interest in any portion of the Property seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

Section 6. Assumption of Risk and Indemnification. Each Owner hereby expressly assumes all risk and responsibility for noise, personal injury or property damage caused by maintenance, operation or use of Common Areas, including, without limitation: (a) noise from maintenance equipment, it being specifically understood that such maintenance may take place at various times of day, including around sunrise or sunset; (b) noise caused by users of the Common Areas; (c) use of pesticides, herbicides and fertilizers; (d) view restrictions caused by planting and maturation of trees, shrubbery and berms (whether planted or installed prior to the Owner's occupancy of a Residential Unit or subsequently planted or installed); (e) reduction in privacy caused by traffic on the roadways or other Common Areas, or the removal or pruning of shrubbery or trees on the Common Areas; (f) power lines and other utilities running through the Property; and (g) design or modification of the Common Areas. Each Owner further agrees that neither Developer, the Association nor any of Developer's affiliates or agents nor any other entity owning or managing the Common Areas shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot to the Common Areas, including, without limitation, any claim arising in whole or in part from the negligence of Developer, the Association or any other entity owning or managing the Common Area. Each Owner hereby agrees to indemnify and hold harmless Developer, Association and any other entity owning or managing the Common Areas against any and all claims by such Owner's family, visitors, tenants and other invitees upon such Owner's Lot. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, any area adjacent to a lake, do so at their own risk. By taking title to any Lot, each Owner further accepts and assumes all the risks and hazards of ownership and occupancy attendant to the ownership of such Lot.

The Association agrees to indemnify and hold harmless Developer, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or in any way related to the Common Areas and the use thereof by Owners and their guests, family members, invitees or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer or of any of the Indemnified Parties. Should any Owner bring suit against Developer or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including legal fees.

ARTICLE V
EASEMENTS

Section 1. Easements for Maintenance. The Developer (for so long as Class B membership exists), the Association, and Builders to the extent designated and authorized by Developer, and their agents and employees, shall have an irrevocable right and easement to enter the Lots for the purpose of exercising the rights and fulfilling the obligations established by this Declaration and any Supplemental Declarations recorded hereafter. The CDD shall have a non-exclusive easement for ingress and egress over and across all streets, roadways, Common Areas and other Common Maintenance Areas, driveways, and walkways that may exist from time to time within the Property, whether public or private; provided, however, that any such easement in favor of the CDD shall be limited to provide the CDD only such easement interest as may be required to provide access to CDD Property or satisfy any maintenance or related obligations of the CDD.

Section 2. General Drainage Easement. Each portion of the Property is hereby burdened with a perpetual, non-exclusive easement in favor of each other portion of the Property for the drainage of ground and surface waters into, over and throughout, the Surface Water Management System.

Section 3. Developer's Reserved Easements. Notwithstanding any provisions contained in the Declaration to the contrary, Developer hereby expressly reserves unto itself, and Developer's such designated successors, transferees, designees and assigns, and Builders to the extent designated and authorized by Developer, a non-exclusive, perpetual right, privilege, and easement for the benefit of Developer and such designated Builders, as applicable, over, under, in, and/or on the Property, without obligation and without charge to Developer or Builders, as applicable, for the purposes of construction, installation or relocation of utilities, development, sale, signage, maintenance, repair, replacement, use, and enjoyment, and/or otherwise dealing with the Property, provided that this right, privilege and easement shall not substantially interfere with the use of a Lot by an Owner. The reserved easement shall constitute a burden on the title to the Property, shall not be removed from its intended use by the Association or its successors and assigns, and shall specifically include, but not be limited to:

(a) The right of access, ingress and egress for vehicular and pedestrian traffic over, under, on, or in the Property; and the right to tie into any portion of the Property with roads, driveways, parking areas, and walkways, provided that such action by Developer or Builders, as applicable, will not prevent or unreasonably interfere with an Owner's use of the Owner's Lot; and the right of Developer and Builders to install, tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any lines, facilities or devices which provide utility or similar services, including, without limitation, electrical, telephone, cable television, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Property. Developer shall be entitled to assign the foregoing rights to any such service providers and Builders.

(b) The right to store materials, vehicles, tools, equipment, etc., which are being utilized in the development, construction or improvement work on the Property or any portion thereof.

(c) The right to construct, install, replace, relocate, maintain, repair, and use equipment, lines and pipes necessary for irrigation of Association Property and the Lots. It shall be expressly permissible for the Developer to install, repair, replace and maintain such equipment, lines and pipes when and where the Developer deems appropriate.

(d) The right, but not the obligation, to enter into cross easement agreements with owners of adjoining properties.

(e) The right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Developer, may be required, convenient, or incidental to the construction, sale, or promotion of the Property or any portion thereof by Developer.

(f) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit claim deed from Developer releasing such right, privilege, or easement by express reference thereto.

(g) The right, prior to and after Turnover, to access, ingress and egress over, in and to the Property for completion of all Developers obligations required by any and all applicable permits related to the Property.

(h) The right to allow members of the general public to inspect model homes, the right to hold promotional parties and picnics, and the right to use the Property for every other type of promotional or sales activity that may be employed in the marketing of Residential Units by Developer.

No Owner, or such Owner's guests, employees, servants, agents and invitees, nor the Association shall in any way interfere or hamper Developer, its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity. The easements created by this Section 3 and the rights reserved herein in favor of Developer and its designees shall be construed as broadly as possible and supplement the rights of Developer and its designees set forth elsewhere in this Declaration.

This Section shall not be amended without the written consent of Developer so long as Developer owns any portion of the Property or is engaged in any construction work within or upon the Property, including but not limited to construction or improvement work related to the close-out, completion, and certification of all outstanding permits, development orders, or other entitlements affecting the Property or any portion thereof.

Section 4. Plat Easements. Reference is made to the utilities, drainage, ingress and egress, access, and other easements shown on a Plat. Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate,

release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, maintain Conservation Areas, or for the installation, maintenance, transmission and use of electricity, gas, telephone, cable systems, reclaimed irrigation water or treated effluent and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove at the Owner's expense the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement. If the Owner fails to promptly remove any such improvements or landscaping, Developer, the Association or the grantee of the easement may enter on the Lot and remove the improvements or landscaping at the expense of the Owner, who shall reimburse the cost of removal within fifteen (15) days of demand. The party removing the improvements or landscaping shall not be liable for trespass, nor responsible for any damage caused by the removal and shall not be required to restore any portion of the Lot damaged by the removal.

Section 5. Lake, Pond and Surface Water Management Easements. The Association and the CDD are hereby granted: (a) perpetual nonexclusive, unobstructed, drainage easements over and through the Surface Water Management System and the ponds, lakes, marshes and wetlands situated in whole or in part on the Property, whether part of the Surface Water Management System or otherwise; (b) perpetual nonexclusive easements for access and maintenance, including an easement for ingress and egress over and across all areas of the Surface Water Management System and all streets, roadways, Common Areas, driveways and walkways, including the right to enter upon any portion of any Lot which is part of, or adjacent to the Surface Water Management System or any pond, lake, marsh or wetland, whether part of the Surface Water Management System or otherwise, at any reasonable time and in a reasonable manner, for purposes of operating, maintaining, and repairing the Surface Water Management System as required by this Declaration, any Plat, any instrument recorded in the Public Records, any permit issued by the ACOE, the SJRWMD Permit, or by law, as applicable, including, but not limited to, work within the retention areas, drainage structures, and drainage easements; and (c) perpetual nonexclusive easements over and across each Lot bordering on or encompassing any portion of the Surface Water Management System, or a pond, lake, marsh or wetland, whether part of the Surface Water Management System or otherwise, from the top of the embankment to the rear lot line (including any submerged portions of the Lot), for installation, use, maintenance, repair and replacement of the Surface Water Management system. In addition to the easements shown on the Plat, each Lot is subject to perpetual non-exclusive drainage easements along each side Lot line in the amount of three (3) feet for the installation, maintenance and use of drainage swales, pipes or other drainage facilities.

Section 6. Additional Easements. The Developer, so long as it has any ownership interest in any portion of the Property, and the Association shall each have the right to grant such additional electric, sewer, water, telephone, gas, sprinkler, irrigation, cable television, maintenance, stormwater management, drainage or other easements, and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Residential Units. The Association shall join in or separately execute any easements for the foregoing purposes which Developer shall direct or request from time to time.

Section 7. Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every portion of the Property enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to the portions of the Property granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

Section 8. Rights of Third Parties to Harvest Timber. Developer may, from time to time, allow third parties to harvest timber from undeveloped portions of the Property owned by the Developer, or other lands in the vicinity of the Property. Such timber harvesting may involve use of heavy equipment, machinery, and large trucks (including flatbeds and/or timber trucks), and may result in noise, odor and/or other nuisance. Every Person acquiring title to any portion of the Property shall be deemed to have notice of the foregoing, and to have acknowledged and accepted the same, and assumed all risks associated therewith to the extent that such Person fails to abide by posted signs, rules and/or regulations associated with such activities.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Except as otherwise provided herein, every Owner of a Lot is a Member of the Association and is entitled to one (1) membership for each Lot owned; provided, however, notwithstanding anything contained herein to the contrary, Builders shall not be considered "Members" until after the expiration of Class B membership. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner of a Lot may be a Member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title of the Lot to which it is appurtenant.

Section 2. Membership Types and Voting. The Association shall have two classes of voting Membership as follows:

(a) Class A. So long as there is Class B membership, Class A Members are all Lot Owners except Developer, Builders and any Land Bank Investor. Class A Members are entitled to one (1) vote for each Lot owned by the Lot Owner. Builders and any Land Bank Investor shall not be Members of the Association until after the expiration of the Class B membership, at which time Builders, any Land Bank Investor and Developer shall be Class A Members, so long as such Builder, Land Bank Investor and/or Developer is an Owner.

(b) Class B. The Class B Member is Developer, who is entitled to three (3) votes for each Lot and/or proposed Lot owned by Developer within the Property. The provisions of Article VII of the Declaration exempting portions of the Property owned by Developer from the Association's Assessments do not affect the calculation of the Class B Member's voting rights under this subsection. Developer's Class B membership will be converted automatically to Class A membership upon Turnover as set forth in Section 4 below.

Section 3. Initial Control. The affairs of the Association shall be managed initially by a Board of Directors consisting of at least three (3) Directors. The Developer shall have the right to designate the full membership of the Board of Directors until such time as Members, other than Developer, are entitled to elect at least one (1) member of the Board in accordance with the Bylaws, provided the Members exercise such right. Thereafter, Developer shall be entitled to appoint or elect at least a majority of the Board until Turnover of the Association occurs as set forth in Section 4 below.

Section 4. Turnover of Association Control. Members other than Developer and Builders shall be entitled to elect at least a majority of the members of the Board when the earlier of the following events occurs:

(a) Three (3) months after ninety percent (90%) of all Lots in all phases of the Development that will ultimately be controlled by the Association have been conveyed to Class A Members, which shall exclude Developer, Builders and any Land Bank Investor until after the expiration of the Class B membership.

(b) When Developer, in its discretion, so determines and declares it in an instrument recorded in the Public Records; or

(c) The occurrence of any event described in Section 720.307(1), Florida Statutes, or any successor provision thereto, which causes transition of control of the Association.

Upon Turnover, the Members other than Developer shall be obligated to assume control of the Association, subject to Developer's rights set forth in this Declaration and in the Bylaws, which continue beyond Turnover. Notwithstanding Turnover, Developer shall be entitled to elect at least one (1) member of the Board as long as Developer holds for sale in

the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development that will ultimately be operated by the Association. After Turnover, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

Section 5. Entity Owner or Multiple Owners of a Lot. If more than one Person holds the record title to any Lot, all such Persons are Members but only one (1) vote may be cast with respect to such Lot, and no fractional votes are permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the authorized voting co-owner with the Secretary of the Association to be entitled to vote at any such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a legal entity, the entity shall cause to be filed with the Association a certificate designating the authorized voting representative of the entity, which shall be effective until rescinded by the entity. Any officer of the Class B Member present at any meeting shall be entitled to cast said Class B Member's votes.

Section 6. Voting. Notwithstanding anything to the contrary in any provision in the Articles, the Bylaws or this Declaration, any action requiring a vote of the Membership shall be deemed to require the vote of Members in good standing who are entitled to vote.

Section 7. Extraordinary Action. Certain provisions of this Declaration, the Bylaws, or the Articles may provide the approval of a super-majority of the Members for certain actions. In addition, any such action shall require the written approval of Developer for so long as Developer is a Member of the Association.

ARTICLE VII ASSESSMENTS

Section 1. Annual Maintenance Assessments.

(a) General. The Annual Maintenance Assessment levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, residents, and occupants of the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the Common Maintenance Areas (including maintenance of adequate reserves), the payment of any cost sharing, lease, or other agreements to which the Association is a party, and for the performance of the Association's duties under the Governing Documents. The Annual Maintenance Assessment shall not include assessments levied for the operation, management, maintenance, repair, renewal and replacement of Common Areas and Common Maintenance Areas which are designated by Developer for the exclusive use or primary benefit of one or more Residential Units, if any, which amounts shall be included in an Individual Assessment that shall be in addition to, and not a part of, the Annual Maintenance

Assessment.

(b) Computation of Annual Maintenance Assessments. Developer shall establish the initial Annual Maintenance Assessment in effect upon the recording of this Declaration. At least sixty (60) days prior to the end of each fiscal year, commencing with the fiscal year beginning January 1 immediately following the recording date of this Declaration, the Board of Directors shall prepare a budget of the estimated common expenses of the Association for the following fiscal year, which may include (without limitation), insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, and capital improvement budget items approved by the Board of Directors. The Board shall establish the amount of the Annual Maintenance Assessment for the following fiscal year to meet the projected financial needs of the Association as set forth in the budget for said fiscal year. The Board of Directors shall send a copy of the applicable budget, together with notice of the amount of the Annual Maintenance Assessments to be levied pursuant to such budget, to each Lot Owner at least thirty (30) days before the fiscal year begins. The Board of Directors shall determine the date of commencement, the amount of the assessments, and any payment schedule for each fiscal year. The Board of Directors' determination as to the amount of the Annual Maintenance Assessment and manner of collection shall be dispositive. If the Board of Directors fails for any reason to determine a budget for any fiscal year, then the budget and assessments most recently in effect shall continue in effect until a new budget is determined. The Board of Directors may revise the budget and adjust assessments subject to the same requirements set forth above for the initial adoption of each annual budget.

(c) Date of Commencement and Assessment Period. The Annual Maintenance Assessment shall begin to accrue as to all Lots within the Property, excluding any portion of the Property expressly exempted in this Article, on the first day of the month following conveyance of the first Lot to an Owner other than Developer or a Builder. If the operation of this Declaration is extended to Additional Property, as provided herein, then the Annual Maintenance Assessment shall begin to accrue against all Lots within such Additional Property, excluding any portion of the Property expressly exempted by this Article, on the first day of the first month following the recording in the Public Records of a supplement or amendment to this Declaration extending the operation of the Declaration to such Additional Property. The first Annual Maintenance Assessment against all Lots shall be prorated according to the number of months then remaining in the fiscal year. Unless changed by the Board of Directors, in its sole discretion, the Annual Maintenance Assessments shall be paid in advance in one annual payment.

Section 2. Initial Assessment. Upon acquisition of record title to a Lot by the first Owner thereof who purchases from a Builder, and upon each subsequent transfer or conveyance of title of a Lot thereafter, the buyer of such Lot shall pay to the Association an Initial Assessment. Until such time as Developer or Board of Directors adopts a resolution to change the amount, the Initial Assessment shall be in an amount of One Hundred Twenty-Five Dollars and No Cents (\$125.00). The Initial Assessment is in addition to the Annual Maintenance Assessment and shall not be considered an advance payment of any Assessment. The amount shall be paid to the Association upon the closing or other settlement of the transfer or conveyance of a Lot. Any unpaid Initial Assessment shall

constitute an Assessment against the Lot secured by a lien in favor of the Association as further provided in this Article. The Initial Assessment shall be paid to the Association to fund its operating account and shall be deemed ordinary Association income which may be used without restriction for any purpose as determined by the Board in furtherance of the operation of the Association. Developer and Builders shall at all times be exempt from paying any Initial Assessment imposed pursuant to this Section 2. Notwithstanding the foregoing, an Initial Assessment shall not be levied in the following instances:

(a) Conveyance of a Lot by an Owner to a trust, partnership, corporation or other entity so long as such entity is and remains wholly beneficially owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot was exempted from payment of the Initial Assessment pursuant to this subsection, then this subsection shall not apply and the Lot shall be subject to the Initial Assessment;

(b) Conveyance of a Lot by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot was exempted from payment of the Initial Assessment pursuant to this subsection, then this subsection shall not apply and the Lot shall be subject to the Initial Assessment; and

(c) Conveyance of an undivided interest in a Lot by the Owner thereof to any then existing co-Owner(s) of such Lot.

Section 3. Special Assessments. In addition to the Annual Maintenance Assessments authorized by Section 1 hereof, the Board of Directors may levy in any fiscal year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Association Property, including the necessary fixtures and personal property related thereto, the costs of purchase of additional property, or for other purposes deemed appropriate by the Association. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment. Prior to Turnover, any Special Assessment shall require approval by Developer and at least a majority of the Class A Members, present in person or by proxy, at a special meeting duly convened for such purpose, at which a quorum is present. After Turnover, any Special Assessment shall require approval by a majority of the votes of the Members, present in person or by proxy, at a duly convened special meeting of the Members, at which a quorum is present. The Developer shall be excused from paying any such approved Special Assessments levied against Lots owned by Developer at the time the Special Assessment is levied if the Developer is funding deficits in accordance with Sections 6 and 8 of this Article.

Section 4. Individual Assessments. Each Owner of a Lot is required to maintain his/her Lot in a state of good repair and in accordance with the provisions of this Declaration, the Rules and the Design Review Guidelines. In the event of the failure of an Owner to maintain his/her Lot as required herein, the Association, after first having given ten (10) days' notice to such Owner and an opportunity to cure such failure to maintain, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner of said property shall be assessed an Individual Assessment for the expense of same. Entry upon such Owner's property for such

purpose shall not constitute trespass. Individual Assessments may also be levied against such Owners for any damage to Common Area which may be caused by such Owners, their families, lessees, guests or invitees, or in such instance that the Owner of a Lot has accepted optional services provided by the Association.

Section 5. Personal Obligation for Assessments and Creation of Lien. Each Owner of a Lot by acceptance of title to such Lot, regardless of how his or her title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall hereafter be deemed to covenant and agree to pay to the Association any assessments and other charges established and levied pursuant to the terms of this Declaration, and is liable for all Assessments that come due while he or she is an Owner.

No Assessments will be levied against a Lot until the date of commencement, upon which all Assessments shall be fixed, established and collected from time to time as hereinafter provided. If an Assessment is not paid when due, the Assessment shall be delinquent. Any assessment that is more than ten (10) days delinquent shall bear interest from the due date at the rate established by the Board of Directors not to exceed the maximum legal rate of interest. The Board of Directors shall also have the right to impose a late fee against any Owner who is more than ten (10) days delinquent in the payment of any assessment, in an amount determined by the Board not to exceed the greater of (i) twenty five dollars (\$25.00), or (ii) five percent (5%) of the amount past due. The Association has a continuing lien on each Lot to secure payment of Assessments, together with interest, late fees, and the cost of collection and attorneys' fees incident to collection thereof, and each Member expressly covenants by acceptance of such deed or other conveyance of title that a claim of lien may be recorded in the public records of the County against the Owner's Lot for nonpayment of Assessments.

No Owner of a Lot may waive, avoid or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or common services, or abandonment of his or her Lot. In the case of co-ownership of any Lot subject to an Assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the Assessment.

Section 6. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (a) Common Areas; (b) lands owned by Developer which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (c) lands dedicated or conveyed to the County, the CDD or other governmental authority, any utility company or the public; and (d) Lots owned by Developer prior to Turnover, provided Developer has elected to assume the obligation to pay any operating expenses incurred by the Association that exceed the assessments receivable from other Members and other income of the Association. No other land or improvements in the Property shall be exempt from these assessments, charges or liens.

Section 7. Uniformity of Assessments. The Annual Maintenance Assessment and any Special Assessments assessed against all Lots within the Property shall be assessed in the amount determined in accordance with this Article, except as to any Lots owned by Developer during the period such Lots are exempt from assessments as provided in Section 6 of this Article. Such Annual Maintenance Assessment and Special Assessments shall be

assessed at a uniform rate, provided that such rate may be different among classes of Lots based upon the state of development thereof, levels of services received by the applicable Lots, or other relevant factors.

Section 8. Developer Exemption. During the period of time that Developer is exempt from payment of assessments pursuant to Section 6 of this Article, Developer shall be obligated to pay any difference between the amount of Assessments levied on all other Lots subject to Assessment together with interest earned thereon, along with any other Association income from whatever source derived, and the amount of any operating expenses incurred, which operating expenses shall mean actual expenditures incurred by the Association during the fiscal year, exclusive of any resident usage charges for services provided to particular Owners (such as waste collection or fees for services voluntarily obtained by only particular Owners, if any such charges are Association expenses), the cost of capital improvements and non-budgeted repairs or replacements, management fees (if the Developer is entitled to management fees), book entry depreciation expenses, and any amounts budgeted for reserves for capital expenditures, deferred maintenance or contingencies. Developer shall be required to fund such deficits only as they are actually incurred by the Association, and Developer shall be under no obligation to fund or pay any reserves. The Developer may at any time commence paying Assessments on improved Lots it owns and thereby automatically terminate its obligations to fund a deficit as provided in this sub-section. If the Developer has terminated its obligations to fund a deficit, the Developer shall be obligated to pay the full Annual Maintenance Assessment on Lots owned by the Developer commencing upon the date a Certification of Occupancy is issued for a Residential Unit constructed on such Lot. When all Lots within the Property are sold and conveyed to Class A Members, the Developer shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. This provision is not and shall not be construed as a guaranty or representation as to the level of assessments imposed under the provisions of this Article.

Section 9. Remedies for Nonpayment; Foreclosure. The Association shall have the right to pursue any of the following remedies, or combination of remedies, as to any Owner and/or Lot for nonpayment of Assessments and charges levied pursuant to this Article:

(a) Action at Law. The Association may bring a suit at law against any Owner to collect any unpaid assessments and/or charges.

(b) Claim of Lien. The Association may record a claim of lien satisfying the requirements in Section 720.3085, *Florida Statutes*, to secure unpaid Assessments that are due and may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, together with such interest and late charges thereon and costs of collection and attorneys' fees incident to collection thereof as hereinafter provided. Such lien shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, personal representatives and assigns.

In the event the lien herein created is extinguished by the sale or transfer of a Lot pursuant to a foreclosure of the First Mortgage held by a Mortgagee or a deed in lieu of foreclosure to a First Mortgagee, such delinquent Assessments which were not collectable from the First Mortgagee may be reallocated and assessed to all of the Lots within the

Property, or the Association may pursue legal action to collect such delinquent Assessments from the Owner who owned the Lot prior to the foreclosure or deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure or deed given to a First Mortgagee in lieu of foreclosure, shall not relieve the purchaser or transferee of a Lot from liability, nor the Lot from the lien, of any Assessments arising thereafter.

(c) Foreclosure. The Association's lien against Lots may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments against his or her property that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the foreclosure sale to acquire the property foreclosed, or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as an owner.

(d) Suspension of Rights. If an Owner is more than 90 days delinquent in payment of any Assessment, fee, fine, or other monetary obligation due to the Association, the Association may suspend the voting rights of such Owner and/or the rights of the Owner, or the Owner's tenant, guest, or invitee, to use common areas and facilities until the Assessment, fee, fine, or other monetary obligation is paid in full; provided, however, that an Owner or tenant may not be prohibited from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(e) Collection from Tenant. In addition to all other remedies available to the Association at law or in equity for enforcing this Declaration, if a Residential Unit is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, to include, but not be limited to Assessments, fines and any other charges provided for in this Declaration, the Articles, Bylaws or by law, the Association may demand in writing in the form required by law that the tenant pay to the Association the tenant's subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Lot have been paid in full to the Association and the Association releases the tenant, or until the tenant discontinues tenancy in the Residential Unit. A tenant is immune from any claim by the Owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period, and shall continue making rental payments to the Association to be credited against the monetary obligations of the Owner to the Association, until the Association releases the tenant or the tenant discontinues tenancy in the Residential Unit. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Owner of the Association's demand that the tenant pay monetary obligations to the Association. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the Owner or landlord in the amount of Assessments paid

to the Association. The Association may issue notice under Section 83.56, *Florida Statutes*, and sue for eviction under Sections 83.59-83.625, *Florida Statutes*, as if the Association were a landlord as defined in Part II of Chapter 83, *Florida Statutes*, if the tenant fails to pay a monetary obligation to the Association. However, the Association is not otherwise considered a landlord under Chapter 83, *Florida Statutes*, and specifically has no obligations under Section 83.51, *Florida Statutes*. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association. A court may supersede the effect of this subsection by appointing a receiver.

Section 10. Subordination of Assessment Lien. The lien for Assessments provided for in this Declaration is effective from and shall relate back to the date on which the Declaration was recorded in the Public Records of the County. However, as to First Mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the County. The lien is in effect until all sums secured by it have been fully paid or the lien has been extinguished by foreclosure or released by the Association. Upon payment in full or as limited to First Mortgagees as described below, the lien shall be released. The lien shall be subordinate to real property tax liens and the lien of any First Mortgage; provided, however, that any such mortgage lender when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender and its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming, by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure) and any unpaid Assessments owed by the previous Owner, subject to the limitations provided herein. Notwithstanding anything to the contrary contained in this Article VII, a First Mortgagee, or its successor or assignee as a subsequent holder of the First Mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure is liable for unpaid Assessments, including interest, late fees, costs of collection and attorneys' fees incident to collection, that became due before the First Mortgagee's acquisition of title in an amount equal to the lesser of: (1) the Lot's unpaid Common Expenses and Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (2) one percent (1%) of the original mortgage debt. The limitations on First Mortgagee liability provided by this paragraph apply only if the First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the Complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the Mortgagee.

Section 11. Certificate of Payment. The Association or any management company engaged by the Association to handle the day-to-day operations of the Association, shall furnish to a Lot Owner or such Lot Owner's designee, or to a Mortgagee of a Lot or such Mortgagee's designee, within ten (10) days after receipt of a request, a certificate signed by an officer of the Association, or representative of the management company, setting forth all assessments and other moneys owed to the Association by the Owner or Mortgagee with respect to the Lot for which the request was made, along with such other information as set forth in Section 720.30851, *Florida Statutes*, as may be amended from time to time.

To defray its costs, the Association may impose a reasonable charge for issuing such certificates. A properly executed certificate of the Association or the management company, as applicable, as to the status of assessments is binding on the Association as of the date of issuance.

ARTICLE VIII OBLIGATIONS OF OWNERS

Section 1. Lot Maintenance. The Owner of a Lot, at such Owner's expense, shall maintain in an orderly and attractive manner all portions of the Residential Unit and Lot which are not the obligation of the Association to maintain, including but not limited to, improvements located on the Lot. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not the sole) standard for the foregoing shall be consistent with the general appearance of the Property as initially constructed and otherwise improved. Except for normal and customary construction debris during the course of construction of the Residential Units, no refuse or unsightly objects shall be placed or allowed to remain upon any Lot. The determination of existence of refuse or unsightly objects shall be made by the Board of Directors, in its sole discretion, and its decision shall be definitive. All personal property, structures, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, free of debris and trash, and all structures shall be maintained in a finished, painted and attractive condition.

Each Owner of a Lot on which improvements have been constructed shall maintain the lawn, trees, shrubs and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's Lot boundary and the paved portion of the street, in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing (unless prohibited by SJRWMD, the Rules, or applicable Law as to any Lot abutting a pond, lake, marsh or wetland), pest control, irrigation, edging, and maintenance and replacement of street trees. Owners are strictly prohibited from disposing of grass or other lawn clippings in any pond, lake, marsh or wetland. Each Owner of a Lot abutting a pond, lake, wetland or other natural or Conversation Area shall maintain the lawn as provided herein to the top of the bank for ponds or lakes, and to the top of any berm of a wetland, natural or Conservation area, as applicable. If the area between the rear of an Owner's Lot and the top of bank or berm of any pond, lake, marsh or wetland is required to be maintained in its natural condition with native plant material, then such Owner shall not plant any non-native landscaping or landscape materials in such area or remove or alter any native plant material from such area, unless permitted by the DRC, the CDD, the SJRWMD Permit, and any applicable requirements and criteria of the County.

In the event the Owner fails to maintain the Owner's Lot or Residential Unit in accordance with the requirements of this Section, the Association can, but shall have no obligation to, maintain the Lot and charge the cost of such maintenance, together with a fee of ten (10%) percent of such cost, to Owner as an Individual Assessment.

Section 2. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any portion of the Property, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year. In all cases, all debris must be removed and the parcel restored to an orderly condition as soon as possible, but not to exceed one hundred twenty (120) days after such damage or destruction.

Section 3. Sidewalks. Sidewalks for individual Lots shall be installed at the time of construction of the Residential Unit, prior to the issuance of a Certificate of Occupancy. All sidewalks shall be installed in accordance with the approved construction drawings. Each Owner of a Lot shall maintain, repair and replace the sidewalks on or abutting such Owner's Lot, including, without limitation, repairing any damage or lifting of such sidewalks resulting from the growth of tree roots.

ARTICLE IX

ASSOCIATION RIGHTS AND OBLIGATIONS

Section 1. Maintenance.

(a) Common Areas and Common Maintenance Areas Generally. Subject to the rights of Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. Except to the extent owned or required to be maintained by the CDD, the Association shall maintain the Common Areas in a safe, clean, attractive, sanitary and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas shall commence upon substantial completion of each facility, whether or not title has been conveyed to the Association, and with respect to Common Maintenance Areas upon designation of each such area as a Common Maintenance Area. The duties of the Association shall include the management, operation, maintenance, repair, replacement, and renewal of all improvements, equipment, and tangible personal property installed in the Common Areas and Common Maintenance Areas, and any replacements or additions thereto made in accordance with the provisions of the Governing Documents. The cost of maintaining, repairing, and replacing any Common Areas or Common Maintenance Areas by the Association shall be a common expense of the Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration.

(b) Roadways. Developer has the right to cause some or all of the roadways within the Property to be dedicated or conveyed to the County or the CDD for public use and maintenance, or, if not funded by the CDD, maintained as private roadways with or without gated access. Any private roadways and associated rights-of-way within the Property shall be conveyed to the Association as Common Area. The expense of maintaining any private roads and/or associated facilities, including street and traffic signage located within the road right of way, shall be a common expense of the Association to be collected and paid by the Lot Owners in the manner prescribed by this Declaration. Notwithstanding such private roadways (if any), each Owner, by acceptance of title to a Lot, acknowledges that County Police have

the right and may regulate and monitor speeding on such roadways and that public and private utility providers and emergency vehicles will have access to the Development and the right to use such roadways pursuant to the Plat, this Declaration, and in accordance with all laws.

(c) Landscaped and Grassed Areas.

(i) Unless currently owned by or hereafter conveyed or dedicated to the County or the CDD, and except to the extent the CDD has accepted maintenance responsibility therefor, the Association shall maintain, repair and replace all landscaping and grassed areas: (A) within all private rights-of-way within the Property and related utility easement areas leading to the Property; (B) at entranceways within the Property; (C) on or about lift station sites or other utility parcels within the Property; (D) in areas designated on a Plat or the Master Plan as landscape buffer zones, open space, or landscaped areas; and/or (E) which have been designated as Common Maintenance Areas by Developer, except such portions of the aforesaid areas to be maintained by Lot Owners under the provisions of Article VIII hereof. The foregoing shall include pest control and maintenance of all sprinkler systems, pumps and other related improvements installed by Developer in such areas.

(ii) The CDD or the Developer, for so long as the Developer owns any of the ponds, lakes and ground wells within the Property, may grant to the Association a revocable license to use water drawn from the ponds, lakes or ground wells within the Property for the purpose of irrigating the above-described landscaped areas, subject to applicable permits and the rights of the CDD and/or Developer. The CDD or Developer, provided Developer owns any of the ponds, lakes and ground wells within the Property, shall have the right to allocate the usage of any such water among itself, the Association and others for the benefit of the Development, subject to compliance with the SJRWMD regulations and applicable permits; provided, however, such allocation shall not materially adversely affect any Builder, the Association or any Owners.

(d) Fences, Walls and Monuments. Except to the extent the CDD owns or has accepted maintenance responsibility thereof, the Association shall maintain any fences, walls, and/or monument signs designated as Common Maintenance Areas by Developer or the Association, including, without limitation, any fences, walls or monument signs installed by Developer or the Association within or adjacent to any lift station tract shown on a Plat, regardless of whether such tract is owned by the Association.

(e) Signage. Except to the extent the CDD owns or has accepted maintenance responsibility thereof, the Association shall maintain all signs within the Property installed by Developer or the Association.

(f) Street Lights. Street lighting in the community is intended to be owned by the County or the CDD, and operated and maintained by the County, the CDD, or the applicable governmental authority or electric utility provider.

Section 2. Insurance. The Association shall keep any insurable improvements located on the Common Areas or Common Maintenance Areas that are owned

by the Association and/or for which the Association has responsibility for repair or replacement of same, including fixtures and personal property of the Association, insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors, but not less than \$1,000,000.00 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions. The Association may also carry such other types of insurance as the Board of Directors may deem appropriate, with deductibles, provisions, and coverage types and amounts as shall be determined by the Board of Directors. So long as there is a Class B Member, all liability and hazard insurance policies shall name the Developer as an additional insured.

Section 3. Services. The Association may obtain and pay for the services of any person or entity (including Developer or an affiliated entity of Developer) to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association or Developer has the right (without obligation) to enter into agreements or to assume agreements with the providers of intranet, Internet, television and radio telecommunications, and/or security services for the Lots, the Common Areas and the Common Maintenance Areas within the Property. The Association also has the right (without obligation) to lease or otherwise allow the occupancy of portions of the Common Areas by such service providers for the installation of equipment and operation of such services with or without the payment of consideration. The cost of such services is deemed to be a common expense to be collected, and paid for by the Lot Owners, in the manner prescribed by this Declaration. Each Owner by acceptance of title to a Lot, subject to the terms of the Declaration, shall be deemed to have acknowledged the benefits to his or her Lot derived from any such agreement and to pay all charges thereunder applicable to his or her Lot; provided however, the Association shall not be responsible or liable for the performance or non-performance of such service providers, but shall use reasonably diligent efforts to enforce adequate performance under such agreement for the benefit of the Owners. If a bulk service contract is entered into, then the provision of additional premium cable services to each Lot shall be determined by each individual Owner, and the cost of such additional premium cable services shall be borne directly by such individual Owner. If any cable television service contract entered into does not provide for bulk services, then the scope and cost for cable services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner.

Further, to the extent that any easements for the installation and maintenance of cable television facilities are required over any Lot to provide cable television service to the Residential Unit to be constructed on such Lot, then the Builder of such Lot shall grant to the cable television service provider with whom Developer or the Association has entered into a written agreement any such easements as are reasonably required by such cable television provider, so long as such easements are consistent with such Builder's intended improvements on the Lot.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Access and Right of Entry. The Association has a right of entry onto all portions of the Property, including any Lot, to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Governing Documents, including to abate or remove, using such force as may be reasonably necessary, any installation, thing or condition which violates this Declaration, the Bylaws, or the Rules, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Governing Documents. Such right must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. When exercise of the Association's right of entry onto a Lot is for purposes of abating or removing a violation, and absent an emergency, the Board of Directors shall give the violating Lot Owner ten (10) days written notice of its intent to take such actions. All costs of such abatement or removal including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected from Lot Owner as provided for herein for the collection of Assessments. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

Section 6. Rules. Association has the right (without obligation) from time to time to adopt, alter, amend, rescind, and enforce reasonable Rules governing the use of the Property, the Residential Units and the Common Areas, so long as such Rules are consistent with the rights and duties established by the Governing Documents; provided, however, no amendment, alteration or rescission of the Rules shall be material and adverse to a Builder, unless approved in writing by such affected Builder. The Rules shall be promulgated, and may be amended from time to time, by a majority vote of the Board of Directors. For so long as Developer owns any portion of the Property, no regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any Rules or restriction imposed on the Property by this Declaration will be valid without the prior written approval of Developer. No Owner or other Person occupying any portion of the Property, or any invitee, shall violate the Association's

Rules for the use of the Property and all such Owners, other Persons and any invitees shall at all times do all things reasonably necessary to comply with the Rules. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Rules, such restriction or prohibition is self-executing unless and until the Association issues Rules expressly permitting the same.

ARTICLE X
ARCHITECTURAL CONTROL

Section 1. Architectural Approval.

(a) General. No construction, which term shall include within its definition staking, clearing, excavating, grading, and other site work, or other exterior improvements or exterior painting may be commenced, and no alteration of landscaping, addition of exterior or landscape structures, plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Developer and/or the DRC has been obtained.

(b) Authority. Developer has reserved to itself and the Association, as provided in this Article, full authority to regulate the appearance of the exterior of the Lots and the Residential Units and all other structures and improvements constructed or installed in the Property to: (i) ensure harmony of external design and location in relation to surrounding buildings and topography; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) maintain, to the extent reasonably practical, the exterior appearance of the improvements and landscaping located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Residential Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (iv) maintain compatibility of external appearance among the improvements located on the Property. Except for all construction relating to the Work and items installed by Developer as part of the Work, Developer's prior approval is required for any and all construction of any improvements of any nature whatsoever within the Property. The power to regulate includes the power to prohibit and require the removal (when constructed or modified without approval), of those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. Developer, and following assignment to the Association pursuant to Subsection (c) below, the Association, may adopt, rescind, and amend the Design Review Guidelines in connection with this Subsection (b), provided that such Design Review Guidelines are consistent with the provisions of this Declaration. This Article may not be amended without the Developer's consent, so long as the Developer owns any portion of the Property subject to this Declaration.

(c) Assignment to Association. Developer hereby reserves the right of architectural approval of all initial Residential Units and related improvements on the Lots until the first to occur of: (i) completion of the initial Residential Unit on the last vacant Lot in the Property; or (ii) the effective date of an assignment of the architectural approval rights herein reserved from Developer to the Association. Developer may assign, and the Association shall

accept, all or some of the architectural approval rights herein reserved, as and when determined by Developer. Developer shall not be required to assign such rights in advance of the time set forth in this subsection, notwithstanding Turnover.

(d) Design Review Committee. Notwithstanding anything in this Declaration to the contrary, for so long as Developer owns any portion of the Property, and notwithstanding Turnover, Developer shall have the exclusive right to review and approve or disapprove the initial improvements to be constructed on each Lot within the Property, and all improvements of any nature made or to be made by or on behalf of a Builder shall be subject only to the review of Developer pursuant to a separate agreement between Developer and Builder, if any, and not subject to the review of the DRC or the Association. Developer, or the Association following assignment to the Association pursuant to subsection (c) above, may appoint members of the Design Review Committee to approve or deny any alterations, additions, renovations or reconstruction of any improvements on a Lot previously approved by Developer. The DRC shall consist of not less than three (3) nor more than five (5) members. Each member of the DRC shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Members of the DRC may be removed by Developer or the Board of Directors, as applicable, at any time without cause. Following assignment to the Association as provided in subsection (c), the Board of Directors shall have the right to appoint and remove all members of the DRC.

(i) The Design Review Committee does not have the authority to approve matters contrary to the provisions of this Declaration or the Design Review Guidelines, or to approve matters disapproved by Developer.

(ii) Because each situation is unique, in approving or disapproving requests submitted to it hereunder, Developer or the DRC may vary its standards among the various portions of the Property to reflect differing characteristics. Accordingly, approval or disapproval of a request pertaining to one Lot shall not serve as precedent for a similar request from an Owner of another Lot where there are relevant characteristics distinguishing one from the other.

(iii) The members of the DRC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The DRC, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the DRC in carrying out its functions. The costs of any such professionals shall be charged to and paid by the Lot Owner at the time as he or she submits an application for review as provided herein.

Section 2. Applications. All applications for architectural approval must be accompanied by detailed and complete plans and specifications, including a site plan showing existing trees, exterior elevations of structures, landscaping plan, floor plan, and samples of exterior finishes and colors, all of which shall be in such detail and shall contain such items as Developer, the Association or the DRC, as applicable, shall reasonably require, and in accordance with the Design Review Guidelines. Developer, the Association or the DRC, as applicable, shall respond to the applicant within thirty (30) days after receipt of the application, either approving, disapproving for specific reasons, or requesting additional

information. All approvals must be in writing. If, within thirty (30) days of receipt of any application for architectural approval, Developer, the Association, or the DRC, as applicable, has not responded in writing to the applicant, then the subject application shall be deemed disapproved.

Section 3. Meetings of the DRC. The DRC shall meet from time to time as necessary to perform its duties hereunder. The DRC may from time to time, by resolution unanimously adopted in writing, designate a DRC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRC, except the granting of variances pursuant to Section 5 of this Article. In the absence of such designation, the vote of a Majority of the total members of the DRC shall constitute an act of the DRC.

Section 4. Noncompliance and Enforcement. In the event any work for which approved plans are required under this Article is not completed in substantial compliance with said approved plans or the Design Review Guidelines, the DRC or its duly authorized representatives shall notify the Owner conducting such work in writing of such noncompliance, specifying the particulars of noncompliance and requiring the Owner to remedy the same within a specific period of time as determined by the DRC, in its discretion. If the Owner fails to remedy such noncompliance within the time as prescribed by the DRC, the DRC shall notify the Board of Directors in writing of such failure. The Board of Directors shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than ten (10) days from the date of announcement of the Board of Directors' ruling. If the Owner does not comply with the ruling of the Board of Directors within such period, the Board of Directors, at its option, may either remove the non-complying improvements or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board of Directors may levy an Individual Assessment for noncompliance against such Owner's Lot for reimbursement. The Board of Directors shall have the authority and standing, on behalf of the Association to seek enforcement in a court of competent jurisdiction and/or levy a fine against the Lot in accordance with this Declaration.

Section 5. Variance. The DRC may authorize variances from compliance with any of the architectural provisions of this Declaration and the Design Review Guidelines when circumstances such as topography, natural obstruction, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing, which must be signed by a majority of the members of the DRC. If such variances are granted, no violation of the covenants, condition and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from Developer, the Association, or the DRC, neither Developer, the Association, the Board of Directors, members of the DRC, or any professional advisors thereto, shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether granted or denied. Architectural approvals shall not be deemed to be a representation or opinion as to compliance with applicable zoning and building code requirements, or that the proposed improvements have been properly designed or constructed or that they are fit for their intended purpose.

Section 7. Developer's and Builder's Exemption. Developer shall be exempt from the provisions of this Article with respect to alterations and additions desired to be effected by Developer and shall not be obligated to obtain Association or DRC approval for any construction or changes in construction which Developer may elect to make at any time. Further, for so long as Developer owns any portion of the Property and notwithstanding Turnover, improvements of any nature made or to be made by or on behalf of a Builder, shall be subject only to the review of Developer pursuant to a separate agreement between Developer and Builder, if any, and not subject to the review of the DRC or the Association.

ARTICLE XI USE RESTRICTIONS

Section 1. Use of Lots. Each Lot and the structures constructed thereon shall be used for residential purposes only. Only one (1) Residential Unit (for use by a single household) may be constructed on each Lot, except to the extent construction of an accessory structure is approved in accordance with Article X hereof. No trade, business, or commercial activity and no religious, charitable or other enterprise of any kind shall be conducted in, on or from any Lot. However, this restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records within their Residential Unit, or from maintaining a "home office" within a Residential Unit, provided that: (a) no work or service is conducted on the Lot that can be seen or heard from outside the Residential Unit; (b) there is not a material increase in traffic to and from the Lot; and (c) no one other than the Owner or lawful occupants of the Residential Unit shall regularly work at or visit the "home office" for business purposes. This restriction shall not prohibit Developer or any Builder from conducting activities necessary on Lots and on Common Areas to complete development and sale of Lots and/or Residential Units, including without limitation, the right to construct sales offices, model homes, or both, and the right to conduct commercial real estate sales and brokerage activities on Lots. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance with the laws, regulations and ordinances of the County, State, this Declaration, and all such reasonable Rules as the Board of Directors may promulgate.

Section 2. Architectural Standards.

(a) Initial Construction. No building, fence, wall, mailbox, swimming pool, driveway or other permanent or semi-permanent fixtures or improvements, including landscaping, shall be installed or constructed on a Lot, nor may the Lot be cleared for construction of improvements or the installation of landscaping, except in accordance with plans and specifications, (including a site plan and landscape plan for the Lot), showing the nature, kind, height, color, materials, location and other pertinent information (including samples of materials when requested) about the proposed improvements, that have been approved in writing by Developer or the DRC, as applicable, in accordance with the procedures described in Article X hereof.

(b) Modifications of Exteriors. A Lot Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the his or her Lot, including driveways and landscaped areas, nor make any additions to the exterior of his or her Residential Unit, except in accordance with plans and specifications (including site plans and landscaping plans when applicable) showing the nature, kind, height, color, materials, location and other pertinent information (including material samples when requested) that have been approved by the Developer or the DRC, as applicable.

Section 3. Minimum Square Footage. Residential Units shall have a minimum square footage of interior heated and air conditioned living area, exclusive of garages, porches and patios based on approximate Lot size, as set forth in the Design Review Guidelines.

Section 4. Other Structures. Except as to items initially approved by Developer, no sheds, tanks, storage buildings, clotheslines, basketball hoops or support structures, children's play structures, dog houses, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, unless approved by the Developer or the DRC, as applicable, in accordance with the procedures set forth in the Design Review Guidelines. Basketball hoops or support structures may not be attached to the Residential Unit and must be easily removed and stored within the Residential Unit, or otherwise out of view, when not in use. No shed or outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. Prior to the start of construction of the Residential Unit, no trailer, mobile home, shed, or outbuildings shall be erected or permitted to remain on any Lot, nor shall any construction materials or other items be stored on the Lot, except as approved by Developer. Notwithstanding the foregoing, any Owner may construct an access ramp for ingress and egress to the Residential Unit on his or her Lot if the Owner or occupant of the Residential Unit has a medical necessity or disability that requires a ramp for ingress and egress, in accordance with and subject to the conditions of Section 720.304(5), *Florida Statutes*. Neither Developer nor any Builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any Builder first obtains Developer's written approval of such temporary dwelling, home or

structure prior to installing or constructing same, such approval to be granted or denied by Developer in Developer's reasonable discretion. Such rights of Developer and Builders shall survive Turnover and shall continue for so long as Developer or any such Builders own any Lots within the Property.

Section 5. Antennas and Flagpoles. No antennas or satellite reception devices shall be installed outside a Residential Unit without prior written approval by the DRC, except that a "dish" antenna one meter (39.37 inches) or less in diameter designed to receive direct broadcast satellite service or to receive and transmit fixed wireless signals via satellite, or an antenna one meter or less in diameter designed to receive wireless cable or wireless signals other than by satellite, or commercially-available analog and digital television antennas or any other satellite dishes or antennas otherwise permitted by the FCC pursuant to the Telecommunications Act of 1996 shall be permitted to be installed without prior approval by the DRC or the Board. A flagpole for display of the American flag or any other such flag as provided in Section 720.304, *Florida Statutes*, shall be permitted, provided its design and location must be first approved by the Developer or the DRC, as applicable. Flagpoles shall not be installed upon an easement, shall not be installed in a location which would obstruct sightlines of an intersection, and shall be no more than twenty (20) feet high. An approved flagpole shall not be used as an antenna. Notwithstanding anything foregoing to the contrary, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any Association rules or requirements dealing with flags or decorations. No other types of flags except as those expressly permitted in this Section or in the Design Review Guidelines shall be permitted.

Developer, Builders and the Association are exempt from this Section; provided, further, Developer specifically reserves the right, for itself and its agents, employees, nominees and assigns, and for Builders, the right, privilege and easement to construct, place and maintain upon any portion of the Property such flags and banners as Developer deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and/or Residential Units. Notwithstanding anything in this Declaration to the contrary, Developer shall have the exclusive right to review and approve flags and banners to be placed on any portion of the Property by a Builder, subject only to the review of Developer pursuant to a separate agreement between Developer and Builder, and not subject to the review of the DRC or the Association, nor subject to the Design Review Guidelines.

Section 6. Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and streets.

Section 7. Mailboxes. Cluster mailboxes may be required and/or provided by the United States Postal Service for the Property. Individual mailboxes on Lots and Shared Mailboxes (as defined below) shall be prohibited at all times with respect to any portion(s) of

the Property for which cluster mailboxes are required by the United States Postal Service. If cluster mailboxes are required, then to the extent same is not the responsibility of the United States Postal Service, the Association shall maintain, repair and replace (as necessary) such mailboxes, and the cost thereof shall be a common expense of the Association to be collected, and paid by the Owners, in the manner prescribed by this Declaration. If cluster mailboxes are not required, then:

(a) the size, design and color of all mailboxes and the supporting structures must be approved by Developer or the DRC and must comply with United States Postal Service regulations;

(b) Developer or the DRC may establish a uniform type of mailbox and supporting structure (including size, design and color) for use within the Property, in which event only such uniform mailboxes shall be permitted within such portion of the Property;

(c) it shall be the responsibility of the Owner of each Lot to purchase and maintain its mailbox in an "as new" condition, and replace it as necessary with a mailbox approved by the DRC;

(d) the Design Review Guidelines may provide for the supporting structure of mailboxes on certain Lots to be shared by and between adjacent Lot Owners ("Shared Mailboxes"). Maintenance, repair and replacement of any Shared Mailboxes shall be the joint and several responsibility of the Owners of the Lots sharing any such Shared Mailboxes. Each such Owner, and both Owners jointly and severally, shall be liable and responsible if, in connection with any such Owner's use and maintenance of, or failure to maintain, the Shared Mailboxes, the Owners, or any one of them, damages the Shared Mailboxes. The applicable Owners of any Shared Mailboxes shall share equally in the cost of any maintenance, repair or replacement of the Shared Mailboxes. Each Owner grants to the Owner of the adjacent Lot an easement to use, maintain, repair and replace the Shared Mailboxes between them, if applicable; and

(e) the Association shall have the right (without obligation) to maintain, repair or replace any mailboxes in the event the applicable Lot Owner(s) fail to do so, and to assess such Owner(s) for the cost thereof as an Individual Assessment.

Section 8. Landscaping. In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications as part of the architectural approval process in accordance with the Design Review Guidelines. All landscaping plans shall include an automatic underground sprinkler system. Irrigation water for Lots shall be supplied by the water system (whether reclaimed or otherwise) constructed or caused to be constructed by Developer as part of the work. No Owner shall dig, drill or maintain a well on a Lot. Such prohibition shall not prohibit Developer from installing and maintaining wells anywhere within the Property. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No trees may be removed by any Owner in violation of any Law. In any event, no tree or shrub plantings will be permitted in a location that will prevent the Association's or CDD's use of access easements granted herein or on any Plat for the purpose of accessing the Conservation Areas. In addition, planting of

nuisance exotic species of plants in or adjacent to the Conservation Areas is expressly prohibited. All portions of the Lots not covered by structures, walkways, or paved parking facilities, or which are not enclosed by walls or fences, shall be maintained as lawn or landscape areas to the pavement edge of any abutting Roads and to the top of bank of any abutting pond, lake, or water management areas. No stone, gravel, or paving of any types shall be used as a lawn unless approved as part of the initial landscape plan. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

Section 9. Occupancy and Leasing Restrictions.

(a) Occupancy. Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their care-givers and nonpaying social guests. Entire (but not portions of) Residential Units may be rented, provided the occupancy is only by the lessee and the members of their family, care-givers and nonpaying social guests.

(b) Lease Requirements. All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the Association within five (5) days of the full execution of such lease. Rentals of less than nine (9) months in duration, or the operation of a rooming house, hostel or hotel, shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are prohibited. The tenants who are occupying a Residential Unit pursuant to a written lease shall be permitted to use the Common Areas during the lease term, to the extent the Owner of such Residential Unit is permitted to use the same as provided in this Declaration, provided that (i) the tenants comply with any and all policies, and Rules of the Association, and (ii) the Owner assigns to such tenant and relinquishes Owner's right to use the Common Areas during the lease term. Sub-leasing is strictly prohibited, and the tenant under any lease must be the occupant of the Residential Unit.

(c) Compliance. All occupants and tenants shall be subject to the terms and conditions of the Governing Documents and the Rules promulgated thereunder as though such occupant or tenant were an Owner. Each Owner agrees to cause his or her lessee, and the occupants, or persons living with Owner or with his or her lessee to comply with the Governing Documents and the Rules. Each Owner is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such tenants and occupants of the Residential Unit are also fully liable for any violation of the Governing Documents and the Rules. In the event that a tenant or occupant violates a provision of the Governing Documents or the Rules, the Board shall have the power to bring legal proceedings against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity. The Owner will be jointly and severally liable with the tenant to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of the tenant. Individual Assessments may be levied against the Lot for such

amounts. The Board of Directors may by a majority vote establish a requirement that a deposit in an amount not to exceed One Thousand Dollars (\$1,000.00) or one month's rent, whichever is greater, be deposited in escrow with the Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of an Owner's tenant.

(d) Rental Housing. Certain portions of the Property may be developed for use primarily as rental housing, as documented in the recording of a Supplement identifying such portion of the Property as intended for use primarily as rental housing. Due to the nature of use primarily as rental housing, the leasing restrictions set forth in this Section 9 shall not apply to any portions of the Property identified for use as such pursuant to a Supplement; rather, the Supplement shall provide for any and all leasing restrictions applicable to such portion(s) of the Property.

Section 10. Nuisances. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Residential Unit or the Common Area, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Residential Unit; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners. Neither the operation, maintenance, repair and replacement of amenity facilities and other Common Areas by Developer, the Association, and/or the CDD, nor any construction, marketing and sales activities of Builders, shall be considered a violation of this provision or otherwise considered a nuisance or annoyance, provided that the same is conducted in accordance with applicable law.

Section 11. Outdoor Equipment. All air conditioning units, swimming pool equipment, housing and pumps, and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent Roads or Lots, or adequate landscaping shall be installed around these facilities and maintained by the Owner.

Section 12. Setbacks. To assure that structures, driveways and other improvements will be located with regard to adjacent residences and the topography of each Lot and to preserve trees, Developer shall have the right to approve the location of all structures and other improvements initially constructed on all Lots, subject to compliance with applicable zoning requirements. The location of Residential Units and other structures upon Lots shall comply with setback requirements of the County and any requirements of the Design Review Guidelines.

Section 13. Signs. Except as otherwise provided herein, no sign of any kind shall be placed in the Common Area except by or with the approval of Developer or the Board. No sign of any kind shall be displayed in public view on any Lot, except (a) customary address signs; (b) a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or

rent, which complies with the requirements of the DRC; and (c) a sign no more than one (1) square-foot in size provided by a contractor for security services located within ten (10) feet of any entrance to the Residential Unit on such Lot. All signs permitted by this Section must comply with the Design Review Guidelines.

Developer, Builders and the Association are exempt from this Section 13; provided, further, Developer specifically reserves the right, for itself and its agents, employees, nominees and assigns, and for Builders, the right, privilege and easement to construct, place and maintain upon any portion of the Property such signs and advertising materials as Developer deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and/or Residential Units. Notwithstanding anything in this Declaration to the contrary, Developer shall have the exclusive right to review and approve signs to be placed on any portion of the Property by a Builder, subject only to the review of Developer pursuant to a separate agreement between Developer and Builder, and not subject to the review of the DRC or the Association, nor subject to the Design Review Guidelines.

Section 14. Solar Collectors. Solar Collectors shall be permitted, however such devices shall only be installed in accordance with the standards governing location, color and materials as set forth in the Design Review Guidelines, as such may be amended from time to time.

Section 15. Storage of Personal Property. Personal property of Owners, including bicycles, motorcycles, mopeds, golf carts, and the like shall be kept within the Residential Unit or garage except when in use. Operational barbecue grills may be kept within the rear of a Lot, provided they are well maintained and not visibly rusty.

Section 16. Subdivision of Land. No Lot shall be divided or subdivided without the express written consent of Developer as long as Developer holds for sale at least one Lot in the subdivision, and thereafter shall be approved by the Association, and no such division or subdivision shall be permitted unless it complies with the provisions of the applicable County zoning ordinances and regulations as well as all other governmental laws, ordinances and regulations.

Section 17. Utilities. All potable water and sewage facilities and service to the Property shall be supplied by the public water supply and sewage system installed by the County or by Developer as part of the Work. Except for wells installed by Developer, no well of any kind shall be dug or drilled on the Property, including wells used to provide irrigation for the landscaping located on Lots. No septic tank may be constructed on any Lot, and no wastewater may be discharged on the open ground or into any pond, lake, marsh or wetland. All electricity service lateral lines and installations on a Lot shall be located underground, and shall be installed and maintained in accordance with the specifications of the electric utility provider installing same. All Lots shall contain irrigation systems that are located entirely underground, and such system on each Lot must be maintained by the Lot Owner in good and operable condition and repair at all times, and in compliance with applicable County requirements. The irrigation systems for the Lots shall not draw upon water from creeks, streams, ponds, lakes, retention or detention areas, or other bodies of water within the Development. In the event and to the extent that a reclaimed or similar irrigation system is

installed by Developer within the Property, then each Owner shall be required to use the same for irrigation in lieu of potable water.

Section 18. Use of Association Property. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon Association Property, except in accordance with the initial construction of the improvements located thereon or as approved by the Board of Directors. Except for the right of ingress and egress, the Owners of Lots may use the Property outside the boundaries of their respective Lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors or as is expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

Section 19. Fences and Walls. Except as to items initially approved by Developer, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Developer or the DRC, as applicable. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Chain link or other forms of wire fences shall not be permitted. In any event, no fences or walls will be permitted within any Conservation Areas or in a location that will prevent Developer's, the CDD's, or the Association's use, as applicable, of access easements granted in this Declaration, by recorded instrument, or on any Plat for the purpose of accessing the Conservation Areas, any portion of the Surface Water Management System, or any ponds, lakes, marshes or wetlands, whether part of the Surface Water Management System or otherwise.

Section 20. Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that common household pets may be kept by the occupants of each Residential Unit, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. "Common household pets" means dogs, cats, domestic birds, and fish. Animals must be kept on a leash, within a full fenced or enclosed area, or otherwise under the full physical control of the Owner or Owner's family member at all times when outside of the Residential Unit. Electronic or radio controlled barriers, and such other similar systems do not constitute a fully fenced or enclosed area as required herein. In the Rules, the Association may establish a maximum number of pets that may be kept on a Lot. Each person bringing or keeping a pet within any portion of the Property shall be absolutely liable to other Owners and their invitees for any damage to persons or property caused by any animal brought upon or kept upon the Property by such person or by members of his or her family, his or her guests or invitees, and it shall be the duty and responsibility of each such Owner to clean up after such animals and to prevent the Owner's animal(s) from becoming a nuisance to other Owners, residents, tenants, or guests by barking, running loose or otherwise. The Association shall have the right to promulgate additional Rules relating to animals, and the right to restrict, under such Rules any animals determined by the Board to constitute a nuisance.

Section 21. Parking. Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, or inoperable vehicles

anywhere within the Property other than in enclosed garages is prohibited; provided, (a) construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Residential Unit or the Common Area, and (b) recreational vehicles and boats may be parked in driveways for a period of not more than twenty-four (24) hours while cleaning, loading and unloading. A commercial vehicle for purposes of this Section shall mean any vehicle which is operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for-hire or not-for-hire, or which has any signboard, name, logo or advertisement applied anywhere on the vehicle. Law enforcement and first responder passenger vehicles shall not be considered commercial vehicles for purposes of this Section. No vehicles may be placed on blocks for the purpose of repairing said vehicles and no inoperative vehicle shall remain on the Property in excess of forty-eight (48) hours unless kept in a garage. Streets within the Property shall not be regularly used for parking. No vehicles shall be parked on lawns or on vacant Lots. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions in this Section 21 shall not apply to commercial or construction vehicles utilized in connection with construction, improvement, installation, or repair by Developer or Builders as expressly authorized by Developer in a separate written agreement. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations, which includes authority to enforce any such restrictions falling under the jurisdiction of the CDD, if the CDD so request the Association to do so.

Section 22. Security Alarms. Security alarms audible outside of the Residential Unit must be connected to a monitoring service that is able to shut-off the alarm, or the security alarm must automatically shut-off after not more than fifteen (15) minutes.

Section 23. Garages. Each Residential Unit must be constructed with an enclosed garage, which shall contain space for parking at least two (2), standard size vehicles. No garage may be permanently enclosed or improved for purposes of making same a living area. All garages must have electronic door opener, which shall be maintained in useful condition and shall be kept closed when not in use. Garage doors shall not be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the DRC).

Section 24. Driveways. All improved Lots shall have a paved driveway constructed of a material approved by Developer as part of the plans and specifications for the Residential Unit. Any repair, modification or replacement of a driveway following the initial construction must be approved by the DRC.

Section 25. Storage of Fuel Tanks, Garbage and Trash Receptacles. In no event shall gasoline or other hazardous materials, as defined by any state or federal regulation or judicial interpretation thereof, excluding home heating fuels other than heating oil, and excluding gasoline cans for lawn mowers and propane tanks for grills, be stored on any of the Lots. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuels, garbage or trash, which have been approved for installation, must be located inside of Residential Units or within side or rear yards and must be screened from view from adjacent Lots and the adjacent roads. Except for regular collection and disposal,

no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within a Lot, except inside the Residential Unit, or in refuse containers concealed from view. All trash, garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Residential Units, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

Section 26. Window Treatments and Air Conditioners. No reflective foil, reflective glass, or other reflective material shall be installed or maintained on any windows of a Residential Unit. The portion of drapes, blinds, and other window coverings visible from the outside of the Residential Unit shall be a solid (non-patterned) color. No window air conditioning units shall be permitted.

Section 27. Conservation Areas. The Development includes or may include Conservation Areas as designated on Plats or conservation easements recorded against the Conservation Areas, as required by governmental or quasi-governmental authorities having jurisdiction over the Development. Each Owner, by acceptance of title to a Lot, acknowledges that such Conservation Areas have been created in compliance with applicable law to provide for the perpetual restriction and maintenance of such areas to promote habitat preservation and to protect environmental resources within the Development. All such Conservation Areas are intended (but not required) to be owned in fee simple and maintained by the CDD. Each Owner, by acceptance of title to a Lot, acknowledges that the CDD may be required and/or permitted to conduct certain maintenance activities within the Conservation Areas from time to time, and each Owner agrees not to impede the same. Each Owner, by acceptance of title to a Lot, acknowledges and agrees that the Conservation Areas may be utilized only in such manner as permitted by the conservation easements established by the Plats, by separate conservation easements recorded against the Conservation Areas, by applicable law, or as permitted by this Declaration, and for no other purposes. The Conservation Areas may not be utilized for development of any building sites and must, to the extent practicable, be left in their natural state. No Owner shall clear any Conservation Area, dump any materials into any Conservation Area, plant any nuisance or exotic species in or adjacent to any Conservation Area, take any actions contrary to the terms of any conservation easement recorded against title to any Conservation Area, or otherwise modify the natural state of any Conservation Area. The Conservation Areas may (without obligation) be integrated by Developer and/or the CDD into the Development for use as natural conservation and/or passive park areas, and may be utilized for nature trail, bicycle, jogging, or other pedestrian trails, natural-resource-based community recreation areas, or other passive recreational purposes as may be determined appropriate by Developer and/or the CDD. Each Owner shall utilize Conservation Areas only in such manner as may be permitted from time to time by Developer or the CDD, and in no other manner and for no other purpose. The CDD is hereby granted perpetual easements, across each Lot which abuts a Conservation Area or any portion of the Property adjacent to a Conservation Area, for ingress and egress to such Conservation Areas for the purposes of exercising any right or performing any obligation provided in this Declaration, the SJRWMD Permit, any Conservation Easement Agreement recorded against title to any Conservation Area, or applicable County requirements and criteria.

Section 28. Rules and Regulations. The Board of Directors shall have authority to establish Rules and Regulations (“Rules”) governing the use of the Association Property, facilities located thereon, and the individual Lots. Copies of such Rules and any amendments thereto shall be furnished to all Owners upon their adoption. Such Rules shall be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such Rules shall be specifically overruled, canceled, or modified by the Board of Directors.

ARTICLE XII

LAKES AND SURFACE WATER MANAGEMENT SYSTEM

Section 1. Surface Water Management System. The Property has been or will be developed in accordance with requirements of the SJRWMD Permit and applicable County requirements and criteria. The Surface Water Management System is intended to be owned, operated and maintained by the CDD. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the SJRWMD and the County.

All Owners shall, by acceptance of title to a Lot, be deemed to have assumed the obligation to comply with the requirements of the SJRWMD Permit and applicable County requirements and criteria as such relate to the Owner’s Lot. Except as required or permitted by the SJRWMD, no Owner shall alter or in any way modify the method and/or structures of drainage utilized or installed by Developer, the Association or the CDD, from, on or across any Lot, Common Area or easement area, nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots or the Common Area.

The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Lot. 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 SJRWMD, the CDD and the County.

No Owner may construct or maintain any building, Residential Unit, or structure, or alter, fill, dredge, place sod or excavate, or undertake or perform any activity in any portion of the Surface Water Management System, including, without limitation, the wetlands, wetland mitigation areas, buffer areas, conservation areas and drainage easements described in the SJRWMD Permit and recorded Plat or Plats of the Development, unless prior approval is received from SJRWMD. Such prohibited activities shall include, without limitation, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water Management System. Each Owner at the time of construction of a building, Residential Unit, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with SJRWMD and the County.

Section 2. Maintenance of Shoreline Areas. Each Owner of a Lot abutting a pond, lake, marsh or wetland, shall have the obligations set forth in Article VIII, Section 1 of this Declaration with respect to the shoreline of the pond, lake, marsh or wetland abutting such Owner's Lot.

Section 3. Use of Lakes and Shoreline Areas. For the safety and welfare of all Owners and other Persons present within the Property, each Owner's right to use the ponds and lakes is restricted and limited in accordance with this subsection:

(a) Access by Owners. No Owner, other than the Owner of the particular Lot abutting a pond or lake, for the purpose of performing his or her maintenance obligations as required by Article VIII, Section 1 of this Declaration, shall have any rights of access to the portions of the Property lying between the rear property line of such Lot and the shoreline of any pond or lake.

(b) General and Recreational Use. No Owner or his or her family members, invitees, licensees, social guests, lessees, occupants, or any others affiliated with the Owner of such Lots located adjacent to ponds, lakes, marshes or wetlands shall have any right to utilize the ponds, lakes, marshes or wetlands for any recreational purposes, including, without limitation, swimming, fishing, boating, canoeing, docks, or otherwise. No Owner or his or her family members, invitees, licensees, social guests, lessees, occupants, or any others affiliated with the Owner shall attach docks, anchor or store boats, canoes or other watercraft, or to clear, or otherwise disturb vegetation between the boundary of the Lot and such ponds, lakes, marshes and wetlands, or to install landscaping, fences, retaining walls or other improvements along the boundary of their Lot or the pond, lake, marsh or other wetland, unless such installation is expressly permitted by the CDD and approved by Developer, the Association, or the DRC, as applicable, and consistent with the applicable Design Review Guidelines.

(c) Drainage and Irrigation Uses. No Owner, except Developer, shall have the right to pump or otherwise remove any water from any part of the Surface Water Management System for irrigation or any other use; however, Developer or the CDD may do so in compliance with the SJRWMD regulations. Nothing other than stormwater or irrigation waters may be discharged into the Surface Water Management System. Notwithstanding any provision of this Declaration to the contrary, Developer reserves a perpetual easement and right to drain water into the Surface Water Management System in compliance with the SJRWMD Permit and to use the water within the Surface Water Management System for irrigation or any other use permitted pursuant to applicable governmental regulations and subject to obtaining appropriate permits therefor. Subject to the terms and conditions of the SJRWMD Permit, Developer also reserves the right, for itself and any permittee and successor permittee under the SJRWMD Permit, to alter the Surface Water Management System from time to time to enhance the Surface Water Management System's operation and effectiveness, including dredging, reconstruction of banks, reconfiguration of shorelines, installation and removal of drainage facilities, and similar activities.

(d) WARNING. ALL OWNERS, GUESTS, TENANTS, LICENSEES, INVITEES, AND ANY AND ALL OTHERS CONCERNED (COLLECTIVELY, "USERS"), ARE

HEREBY NOTIFIED OF THE POTENTIAL DANGERS ASSOCIATED WITH THE PONDS, LAKES, MARSHES AND WETLANDS LOCATED WITHIN THE PROPERTY AND ARE DEEMED TO HAVE ASSUMED ALL RISKS AND LIABILITY ASSOCIATED WITH RESIDING AND USING PROPERTY ADJACENT TO, OR NEAR, ANY POND, LAKE, MARSH OR WETLAND. ANY PONDS OR LAKES WITHIN THE PROPERTY ARE ARTIFICIAL AND MAY CONTAIN STEEP SLOPES, SHARP DROPS AND CHANGES IN DEPTH, UNRELIABLE EMBANKMENTS, AND/OR OTHER POTENTIAL HAZARDS OR DANGERS, INCLUDING, WITHOUT LIMITATION, ALLIGATORS, SNAKES AND OTHER WILDLIFE. ALL USERS ARE HEREBY FORMALLY NOTIFIED AND CAUTIONED OF THE POTENTIAL DANGERS ASSOCIATED WITH THE PONDS, LAKES, MARSHES AND WETLANDS. NEITHER DEVELOPER, THE ASSOCIATION, THE CDD, NOR OR ANY BUILDER ASSUMES ANY RESPONSIBILITY AS TO ANY PERSONAL INJURY OR DEATH THAT MAY ARISE IN CONNECTION WITH ANY PONDS, LAKES, MARSHES OR WETLANDS. ALL USERS ASSUME ALL RISKS AND ANY LIABILITY ASSOCIATED WITH ANY PERSONAL INJURY OR DEATH THAT MAY ARISE IN CONNECTION WITH ANY PONDS, LAKES, MARSHES OR WETLANDS.

Each Owner, by acceptance of title to a Lot, is hereby deemed to have agreed to hold harmless Developer, the CDD, the Association, and any Builder from any claims associated with the ponds, lakes, marshes and wetlands within or adjacent to the Development, and to assume all risks and any liability associated with any personal injury or death that may arise in connection with the ponds, lakes, marshes and wetlands within or adjacent to the Development and with respect to themselves, family members, invitees, licensees, social guests, lessees, or any others affiliated with the Owner. Any Person entering upon or near or otherwise using any pond, lake, marsh or wetland shall be responsible for his or her own personal safety and shall assume all risks of personal injury or death relating to such entry or use. In particular, parents or caretakers of minors, or others which may require adult supervision or assistance, should exercise caution in connection with the ponds, lakes, marshes and wetlands within or adjacent to the Development.

Section 4. Disclaimer. Neither Developer, the CDD, the Association nor any Builder makes any warranties, representations or guaranties regarding the ponds, lakes, marshes and wetlands within or adjacent to the Development: (i) as to the use or fitness of the ponds, lakes, marshes or wetlands for a particular purpose, (ii) that the use of any ponds, lakes, marshes or wetlands may or may not be restricted or prohibited in the future, (iii) as to the water quality of any ponds, lakes, marshes or wetlands, (iv) that pond, lake, marsh or wetland levels will be maintained at any particular level, or that the elevation of such waters will remain the same, or (v) that the view from any Lots abutting any ponds, lakes or wetlands will be maintained, remain unchanged or unobstructed.

ARTICLE XIII AMENDMENTS

Section 1. By Developer. Prior to Turnover, Developer shall have the right to unilaterally amend this Declaration for any purpose, except as prohibited by applicable law. Any amendment made by Developer pursuant to this Section shall not require the joinder or

consent of any Owner, the Association, the holder of any Mortgage, lien or other encumbrance affecting the Property, or any other Person.

Section 2. By Association. This Declaration may be amended by the Association, from time to time, with the approval of at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present; provided, that prior to Turnover, any amendment of this Declaration by the Association shall require the prior written consent of Developer, and further, provided, no amendment to this Declaration made by the Association pursuant to this Section shall be material and adverse to a Builder, unless such amendment receives the prior written consent of such affected Builder.

Section 3. Relating to Surface Water Management System. Any amendment to this Declaration which affects the Surface Water Management System shall require the prior written approval of the SJRWMD, and the permittee or successor permittee under the SJRWMD Permit.

Section 4. HUD/FHA/VA. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to amend this Declaration, from time to time, so long as Developer owns a Lot within the Property, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots or any other amendment which Developer deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Property. Any such amendment shall be executed by the Developer and shall be effective upon its recording the Public Records of the County. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary for such amendment.

Section 5. Validity of Amendments.

(a) No amendment may remove, revoke, modify or amend any right or privilege or approval of Developer without the written consent of Developer (or the assignee of any right or privilege of Developer affected by such amendment), which consent may be withheld by Developer in its discretion.

(b) No amendment by the Association may remove, revoke, modify or amend any right, privilege or approval expressly afforded to a Builder pursuant to the terms of this Declaration, or otherwise granted by Developer to a Builder, without the written consent of Developer or the affected Builder, so long as Developer or a Builder owns any portion of the Property, which consent may be withheld by Developer or the affected Builder, in its discretion.

(c) If an Owner consents to any amendment to this Declaration,

the Articles or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(d) Any amendment to this Declaration will become effective upon recording unless a later effective date is specified in the amendment. A copy of any amendment to this Declaration shall be provided to the Owners within thirty (30) days after recording. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 6. Mortgagee Consent. Except to the extent specifically required by Section 720.306(1)(d)1, *Florida Statutes*, amendments to this Declaration shall not require the consent of any Mortgagee, and all amendments shall be valid against all Mortgagees regardless of their consent. Any Mortgagee that receives written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Board does not receive a written response from the Mortgagee within sixty (60) days of the date of the Board's request, provided such request is delivered to the Mortgagee in a manner permitted under Section 720.306(1)(d)4, *Florida Statutes*.

ARTICLE XIV

COMPLIANCE AND ENFORCEMENT

Section 1. Compliance. Every Owner, occupant, and visitor to a Lot shall comply with the Governing Documents and the Rules, and shall be subject to sanctions for violations as described in this Article. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents or Rules, whether by such Owner or a tenant, occupant or visitor to such Owner's Lot, and for any damage to the Common Areas or Common Maintenance Areas that such Owner, its tenant, occupants or visitors may cause.

Section 2. Enforcement; Remedies for Non-Compliance. Developer, the Association, and any affected Owner shall have the right to enforce the Governing Documents and the Rules by any appropriate proceeding at law or in equity. In addition, the Association may impose sanctions for violation of the Governing Documents or Rules, including, without limitation, those listed below and any others described elsewhere in the Governing Documents, the Rules, or applicable law.

(a) Sanctions Requiring Prior Notice and Hearing. After written notice and an opportunity for a hearing in accordance with Section 720.305(2), *Florida Statutes*, and any procedures adopted by the Board, the Board may:

(i) impose reasonable monetary fines, not to exceed \$100.00 for a single violation or \$100.00 per day in the case of a continuing violation; provided, in the case of a continuing violation, only a single notice and opportunity for hearing is required. The Board may adopt a schedule of fines establishing a range of fines for particular types of violations, which range may vary depending on the nature of the violation. There is no limit on

the aggregate amount of any fine for a continuing violation;

(ii) suspend the right of any Owner and occupants of a Residential Unit to use any Common Area (other than as required to provide vehicular and pedestrian access and utilities to the Lot which they own or occupy) for a reasonable period of time;

(iii) suspend services the Association provides to the Lot if the Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed the Association, which suspension may continue until such assessments or other charges have been paid in full; provided, nothing herein shall authorize the Board to suspend essential utilities (*i.e.*, electricity, natural gas, or water);

(iv) exercise self-help or take action to abate any violation of the Governing Documents or Rules in a non-emergency situation (including removing personal property that violates the Governing Documents or Rules;

(v) without liability to any Person, prohibit any contractor, subcontractor, agent, employee, or other invitee of an Owner who causes damage to any property within the Property owned by others, or fails to comply with the terms and provisions of Article X and the Design Review Guidelines, from continuing or performing any further activities in the Property;

(vi) levy Individual Assessments to cover costs the Association incurs in bringing a Lot into compliance with the requirements of the Governing Documents or Rules, or in repairing damage to any portion of the Common Area or Common Maintenance Area resulting from actions of any Owner or occupant of a Lot, their contractors, subcontractors, agents, employees, visitors or invitees; and

(vii) record a notice of violation with respect to any Lot on which a violation exists. If, after notice and an opportunity for a hearing, the violation continues or recurs within twelve (12) months after the date of such notice, the Board may impose any of the above sanctions without further notice or opportunity for another hearing.

(c) Other Sanctions. The Board may take the following actions to obtain compliance with the Governing Documents or Rules without prior notice or a hearing, provided they are approved at a properly noticed Board meeting and, upon approval, the Owner (and occupant, if applicable) is notified by mail or hand delivery:

(i) suspend the vote allocated to any Lot if the Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Association pursuant to Article VII, which suspension may continue until all of such Owner's monetary obligations to the Association are paid in full;

(ii) suspend the right of any Owners and occupants of a Lot to use any Common Area (other than as required to provide vehicular and pedestrian access and utilities to the Lot which they own or occupy) if the Owner is more than ninety (90) days

delinquent in paying any monetary obligation to the Association, which suspension may continue until all of such Owner's monetary obligations to the Association are paid in full;

(iii) exercise self-help or take action to abate a violation on a Lot in any situation that requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(iv) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(v) require an Owner, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Lot that is in violation of any requirements of the Governing Documents or Rules and to restore the property to its previous condition;

(vi) enter the property and exercise self-help to remove or cure a violating condition if an Owner fails to take action pursuant to subsection 2(b)(v) above within ten (10) days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

(vii) bring a suit at law for monetary damages or in equity to stop or prevent any violation, or both.

Section 3. Attorneys' Fees. In any action to enforce the Governing Documents or any Rules against any Owner, the Association shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, reasonably incurred in such action, whether or not an action is filed with the courts. Any such costs and expenses may be assessed against the Owner's Lot, as provided in Article VII. In no event may such costs and expenses be recovered by an Owner against the Association or Developer, unless otherwise required by law.

Section 4. No Waiver. Failure by Developer, the Association or any Owner to enforce any covenant, condition or restriction contained herein, in the Governing Documents or in the Rules, or any delay in such enforcement, will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce or delay in enforcement create any liability for Developer or the Association to any Owner or any other Person.

Section 5. Enforcement by the CDD, SJRWMD or ACOE. Notwithstanding any other provisions contained elsewhere in this Declaration, the CDD, SJRWMD and the ACOE shall have the rights and powers enumerated in this Section. The CDD, SJRWMD and the ACOE shall have the right to enforce, by a proceeding at law or in equity (including, without limitation, bringing a civil action for injunction and/or penalties), the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water Management System and/or jurisdictional lands subject to the regulation of SJRWMD and/or the ACOE. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by SJRWMD and/or the ACOE, as applicable.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Duration. The provisions of this Declaration shall run with and be binding on the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless Members representing at least two-thirds (2/3) of the total votes of the Association elect not to re-impose this Declaration as evidenced by an instrument executed by such Owners and recorded in the Public Records during the six (6) month-period immediately preceding the beginning of any renewal period.

Section 2. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" have the same effect as the use of the term "shall". Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or national bank holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or national bank holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan of development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this Section apply to the interpretation, construction, application, and enforcement of all the Governing Documents.

Section 3. Reservation of Right to Release Restrictions. Subject to applicable zoning requirements, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any set-back or easement area or the Common Area, or otherwise violates this Declaration, Developer reserves for itself the right to release the portion of the Property from the encroachment and to grant an exception to the requirements of this Declaration without the consent or joinder of any Person irrespective of who owns the affected lands (except in the event the affected lands are owned by a Builder, in which case such release by Developer is subject to such Builder's prior written consent), so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

Section 4. Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Governing Documents and Rules and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon; and

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Governing Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

Section 5. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Developer and any Person designated by Developer in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resale of Lots.

Section 6. Security. Developer or the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be.

NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY BUILDER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, EVEN IF GATES, GUARDBOUSES AND/OR OTHER SECURITY MEASURES

ARE TAKEN, AND NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY BUILDER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DEVELOPER AND ANY BUILDER DO NOT REPRESENT OR WARRANT THAT (A) ANY FIRE PROTECTION SYSTEM, ELECTRONIC MONITORING SYSTEM, GATEHOUSE OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER OR THE DESIGN REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, (B) THAT ANY FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, OR (C) THAT FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DEVELOPER AND ANY BUILDER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DEVELOPER AND ANY BUILDER, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 7. Assignment. Developer may assign to any Person, including persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to Developer in connection with the ownership, use, or development of a portion of the Property. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Developer.

Section 8. Severability. Invalidation of any provision of the Governing Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Governing Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

Section 9. Notices. Any notice required to be sent to any Owner, occupant or tenant of any Residential Unit, Developer or the Association under the provisions of this Declaration shall be delivered by such means as required or permitted by the Bylaws, or applicable law.

Section 10. Conflict. Developer intends that the provisions of this Declaration and the Articles and Bylaws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration shall control anything to the contrary in the Articles or Bylaws, and that the provisions of the Articles shall control anything to the contrary in the Bylaws.

Section 11. Mergers and Dissolution.

(a) Merger. Upon a merger or consolidation of the Association with another association (which merger may only take place as permitted by the articles of incorporation and bylaws of both associations), the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

(b) Dissolution. In the event of dissolution of the Association, in accordance with the terms of its Articles, each Lot shall continue to be subject to the regular Assessments specified in Article VII and each Owner shall continue to be personally obligated to Developer or the successor or assigns of the Association as the case may be, for such Assessments to the extent that such Assessments are required to enable Developer or any such successors or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of Property which has been Association Property and continues to be so used, for the common use, enjoyment and benefit of the Owners.

Section 12. Waiver of Jury Trial. In the event there is a dispute concerning the rights, obligations or remedies of an Owner or Developer under this Declaration, such matter will be submitted to a court of competent jurisdiction. DEVELOPER AND ALL OWNERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE CONCERNING THE RIGHTS, OBLIGATIONS OR REMEDIES OF DEVELOPER OR ANY OWNER UNDER THE DECLARATION OR ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS, CROSS-CLAIMS OR THIRD PARTY CLAIMS) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. DEVELOPER HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF DEVELOPER NOR DEVELOPER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR

IMPLICITLY, THAT DEVELOPER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration this 22nd day of July 2021.

WITNESSES:

[Signature]
Witness Signature

Patricia Nolan
Witness Printed Name

[Signature]
Witness Signature

Gusman m...
Witness Printed Name

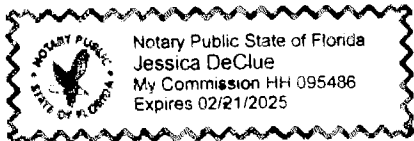
SANDRIDGE LAND DEVELOPERS, LLC,
a Delaware limited liability company

By: [Signature]
Print: Liam O'Reilly
Title: Vice President

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was executed before me by means of physical presence or online notarization this 22nd day of July, 2021 by Liam O'Reilly, as Vice President of Sandridge Land Developers, LLC, a Delaware limited liability company, on behalf of the company, who is personally known by me to be or who produced _____, as identification.



[Signature]
Notary Public, State of Florida
Jessica DeClue
Printed Name

My Commission Expires: 2/21/25

EXHIBIT "A"

(Legal Description of the Initial Property)

A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID SECTION 23, ALSO BEING THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3254, PAGE 2058 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $64^{\circ}10'31''$ EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3254, PAGE 2058, A DISTANCE OF 625.13 FEET, TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3801, PAGE 1449 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $17^{\circ}17'22''$ WEST, 487.07 FEET; COURSE NO. 2: SOUTH $83^{\circ}29'44''$ EAST, 876.64 FEET; COURSE NO. 3: SOUTH $12^{\circ}06'55''$ EAST, 532.60 FEET, TO THE POINT OF BEGINNING; COURSE NO. 4: SOUTH $77^{\circ}48'06''$ EAST, 521.39 FEET, TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1863, PAGE 1745 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $31^{\circ}09'08''$ EAST, 650.36 FEET; COURSE NO. 2: SOUTH $44^{\circ}42'54''$ WEST, 251.08 FEET; COURSE NO. 3: SOUTH $60^{\circ}19'42''$ WEST, 1239.12 FEET; THENCE NORTH $29^{\circ}40'18''$ WEST, 430.18 FEET; THENCE NORTH $77^{\circ}01'31''$ WEST, 198.97 FEET; THENCE SOUTH $86^{\circ}19'05''$ WEST, 174.79 FEET; THENCE SOUTH $73^{\circ}04'09''$ WEST, 10.81 FEET; THENCE SOUTH $32^{\circ}38'29''$ WEST, 58.44 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 324.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $89^{\circ}27'23''$ WEST, 306.51 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1800.00 FEET, AN ARC DISTANCE OF 355.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $85^{\circ}23'13''$ WEST, 355.10 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1080.00 FEET, AN ARC DISTANCE OF 180.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $08^{\circ}05'02''$ EAST, 180.40 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 122.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $88^{\circ}05'39''$ WEST, 122.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1200.00 FEET, AN ARC DISTANCE OF

36.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°54'01" WEST, 36.27 FEET; THENCE NORTH 79°57'56" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1260.00 FEET, AN ARC DISTANCE OF 36.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°51'46" EAST, 36.43 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 120.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°34'37" WEST, 120.76 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1380.00 FEET, AN ARC DISTANCE OF 315.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°43'10" WEST, 315.29 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1800.00 FEET, AN ARC DISTANCE OF 60.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°47'57" WEST, 60.47 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 148.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°52'50" WEST, 146.55 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 370.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°01'25" WEST, 344.01 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°07'22" WEST, 139.18 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 670.00 FEET, AN ARC DISTANCE OF 232.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°58'58" WEST, 231.71 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 527.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°21'19" WEST, 358.03 FEET; THENCE NORTH 20°34'38" WEST, 316.37 FEET; THENCE NORTH 22°53'48" EAST, 80.65 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 381.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°08'57" WEST, 352.77 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 149.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°55'57" WEST, 148.67 FEET; THENCE SOUTH 59°19'47" WEST, 180.00 FEET;

THENCE NORTH 29°31'59" WEST, 21.04 FEET; THENCE SOUTH 61°36'14" WEST, 120.00 FEET; THENCE NORTH 27°33'55" WEST, 18.85 FEET; THENCE NORTH 00°29'48" EAST, 61.04 FEET; THENCE NORTH 86°25'06" WEST, 110.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 191.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°51'59" WEST, 180.26 FEET; THENCE SOUTH 72°09'03" WEST, 11.58 FEET; THENCE NORTH 17°50'57" WEST, 180.00 FEET; THENCE SOUTH 72°13'57" WEST, 445.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 329.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°20'43" WEST, 285.59 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°09'31" WEST, 174.37 FEET, TO THE EASTERLY LINE OF A PRIVATE ROAD KNOWN AS FEED MILL ROAD; THENCE NORTH 17°50'57" WEST, ALONG LAST SAID LINE, 317.70 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-739-B (AN 80 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTHEASTERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 65°22'21" EAST, 262.16 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 2: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5689.58 FEET, AN ARC DISTANCE OF 1278.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°48'38" EAST, 1275.91 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 78°14'54" EAST, 658.25 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 4: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1472.40 FEET, AN ARC DISTANCE OF 251.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°20'48" EAST, 251.62 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3683, PAGE 1310 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°12'24" WEST, ALONG LAST SAID LINE AND ITS SOUTHERLY PROLONGATION THEREOF, 415.00 FEET; THENCE SOUTH 83°58'53" EAST, 2313.12 FEET, TO THE POINT OF BEGINNING.

CONTAINING 129.98 ACRES, MORE OR LESS.

EXHIBIT "B"

(Articles of Incorporation of Granary Park Homeowners Association, Inc.)

**ARTICLES OF INCORPORATION OF
GRANARY PARK HOMEOWNERS ASSOCIATION, INC.**

The undersigned, acting as incorporator of a corporation not for profit under Chapters 617 and 720, Florida Statutes, adopts the following Articles of Incorporation ("Articles") for the corporation:

ARTICLE I
NAME

The name of this corporation is "Granary Park Homeowners Association, Inc.", a Florida not for profit corporation, which shall be referred to as the "**Association**" in these Articles.

ARTICLE II
PRINCIPAL OFFICE

The Association's initial principal office and mailing address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256.

ARTICLE III
INTERPRETATION

All capitalized terms used herein that are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Granary Park, to be recorded by Sandridge Land Developers, LLC, a Delaware limited liability company ("**Developer**"), in the public records of Clay County, Florida, as such declaration may be amended from time to time ("**Declaration**"). In the case of any conflict between the Declaration, these Articles and the Bylaws of the Association ("**Bylaws**"), the Declaration governs over the Articles and Bylaws, and the Articles govern over the Bylaws, unless otherwise provided by law.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. The purposes for which the Association is formed are to: (a) promote the health, safety, and general welfare of the residents within all or any portion of that tract of land located in Clay County, Florida, which is described in and made subject to the provisions of the Declaration, and any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration (collectively, the "**Property**"); and (b) perform all obligations and duties and to exercise all rights and powers of the Association as specified in the Declaration and the other Governing Documents described therein, and as provided by law.

In furtherance of its purposes, the Association is empowered to, without limitation:

- (a) exercise all powers authorized by Chapters 617 and 720, Florida Statutes;

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(b) exercise all powers necessary or desirable to perform the obligations and duties and to exercise the rights, powers, and privileges of the Association from time to time set forth in these Articles, the Declaration, and the Bylaws, including, without limitation, the right to enforce all of the provisions of these Articles, the Declaration, and the Bylaws pertaining to the Association in its own name, including, without limitation, enforcement of the provisions relating to the operation and maintenance of the Surface Water Management System;

(c) in any lawful manner, acquire, own, hold, improve, operate, maintain, repair, replace, convey, sell, lease, transfer, assign and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with the Association's affairs;

(d) adopt budgets and fix, levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration, including, without limitation, adequate assessment of fees for the costs of operation and maintenance of the Surface Water Management System or any portion thereof for which the Association is responsible for the operation and/or maintenance, and assessments for services or materials for the benefit of Owners or the Property for which the Association has contracted with third-party providers;

(e) pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property;

(f) maintain, control, manage, repair, replace, improve, and operate all the Common Areas and Common Maintenance Areas, including but not limited to the Surface Water Management System and all associated facilities (to the extent owned, operated and/or maintained by the Association) in a manner consistent with any applicable permits issued by the St. Johns River Water Management District ("SJRWMD"), applicable SJRWMD rules, and other governmental permits, if any, and assist in the enforcement of the provisions of the Declaration that relate to the maintenance of the Surface Water Management System;

(g) borrow money for any lawful purpose and mortgage or otherwise encumber, exchange, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(h) participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, subject to such limitations as may be set forth in these Articles, the Declaration or the Bylaws;

(i) from time to time adopt, amend, rescind, and enforce reasonable rules and regulations regarding the use of the Property and/or the Common Areas consistent with the rights and duties established by the Declaration;

(j) contract with others for performance of the Association's management and maintenance responsibilities under the Declaration, for the provision of services by the Association to others to the extent beneficial for the Owners or the Property, and for the furnishing of services or materials for the benefit of the Owners or the Property consistent with the provisions of the Declaration, including,

without limitation, contracting for utility, telecommunications, internet, and security services;

(k) sue and be sued and appear and defend in all actions and proceedings;

(l) adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the Association's affairs, subject to such limitations as may be set forth in these Articles, the Declaration or the Bylaws; provided that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration; and

(m) have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to exercise any right, power, or privilege so granted.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers that may now or hereafter be allowed or permitted by law, subject to such limitations as may be set forth in these Articles, the Declaration or the Bylaws. The Association's powers may be exercised by its Board of Directors, unless indicated otherwise by these Articles, the Declaration or the Bylaws.

ARTICLE V
MEMBERSHIP; VOTING REQUIREMENTS

The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Lot that is subject to the Declaration is a "Member" of the Association, including contract sellers, but excluding all persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, or transferred except by transfer of record title to such Lot. There shall be two (2) classes of Membership as provided in the Declaration, which shall have such voting rights as set forth in the Declaration. Notwithstanding the foregoing, Builders and any Land Bank Investor shall not be members until after expiration of the Class B Membership, at which time the Developer, Builders and any Land Bank Investor shall be Class A Members for each Lot owned.

ARTICLE VI
BOARD OF DIRECTORS

The number, manner of election, authority and indemnification of the Board of Directors, meetings and quorum requirements shall be as provided for in the Bylaws of the Association, as amended from time to time in accordance therewith.

ARTICLE VII
EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles with the Secretary of State of the State of Florida. The Association exists perpetually. In the event of termination,

dissolution or liquidation of the Association: (a) the assets of the Association shall be conveyed to an appropriate governmental unit or public entity, or, if not accepted by a governmental unit or public entity, conveyed to a non-profit corporation similar in nature to the Association, which shall assume the Association's responsibilities; and (b) the control or right of access to the land containing any portion of the Surface Water Management System owned by the Association shall be conveyed or dedicated to an appropriate governmental unit or public utility or, if not accepted by a governmental unit or public utility, conveyed to a not for profit corporation similar in nature to the Association, which shall assume the Association's responsibilities with respect to the Surface Water Management System.

ARTICLE VIII
AMENDMENTS

For so long as Developer has the right to appoint or elect a majority of the Board of Directors, these Articles may be amended by Developer without a vote of the membership and without the joinder or consent of the holder of any mortgage, lien or other encumbrance affecting any portion of the Property or any other Person. Thereafter, these Articles may be amended only upon a resolution duly adopted by the Board of Directors, with the affirmative vote or written consent of at least two-thirds (2/3) of the total voting interests of the Association, and the written consent of Developer for so long as Developer owns and holds any Lot for sale in the ordinary course of business. Notwithstanding anything contained herein to the contrary, no amendment to these Articles may remove, revoke or modify any right or privilege of a Builder without the written consent of such Builder.

ARTICLE IX
INITIAL DIRECTORS

The initial Officers and Directors of the Association shall be:

Gregg Kern 7807 Baymeadows Road East Suite 205 Jacksonville, FL 32256	President and Director
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Liam O'Reilly 7807 Baymeadows Road East Suite 205 Jacksonville, FL 32256	Vice President and Director
---	-----------------------------

Michael Taylor 7807 Baymeadows Road East Suite 205 Jacksonville, FL 32256	Secretary, Treasurer and Director
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ARTICLE IX
INCORPORATOR

The name and address of the incorporator of this corporation is:


Sandridge Land Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256

ARTICLE X
REGISTERED AGENT AND OFFICE

The initial registered office of the Association is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, and the initial registered agent of the Association at such address is Sandridge Land Developers, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of the Association, has executed these Articles of Incorporation this 22 day of July, 2021.

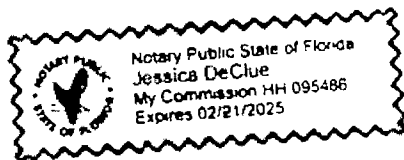
SANDRIDGE LAND DEVELOPERS, LLC,
a Delaware limited liability company

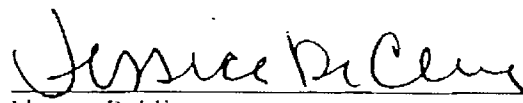


Liam O'Reilly, Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of July, 2021, by Liam O'Reilly as Vice President of Sandridge Land Developers, LLC, on behalf of the company. He is personally known to me or produced _____ as identification.





Notary Public
Print Name: Jessica DeClue
My Commission Expires: 02/21/25

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

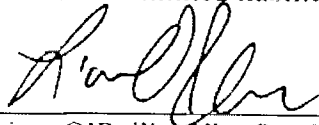
Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: Granary Park Homeowners Association, Inc.
2. The name and address of the initial registered agent and office is:

Sandridge Land Developers, LLC
 7807 Baymeadows Road East
 Suite 205
 Jacksonville, Florida 32256

HAVING BEEN NAMED AS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SANDRIDGE LAND DEVELOPERS, LLC.
a Delaware limited liability company



Liam O'Reilly, Vice President

2021 AUG -2 AM 8:51

EXHIBIT "C"

(Initial Bylaws of Granary Park Homeowners Association, Inc.)

**BYLAWS OF
GRANARY PARK HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I
NAME, PRINCIPAL OFFICE AND DEFINITIONS

1. Name. The name of the corporation is Granary Park Homeowners Association, Inc. (“**Association**”).
2. Principal Office. The Association's principal office shall be located in Florida or such other place as is designated by the Board of Directors. The Association may have such other offices, either within or outside Florida, as the Board may determine or as the Association’s affairs require.
3. Definitions and Interpretation. All capitalized terms used herein that are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Granary Park, to be recorded by Sandridge Land Developers, LLC, a Delaware limited liability company (“**Developer**”), in the public records of Clay County, Florida, as such declaration may be amended from time to time (“**Declaration**”). In the case of any conflict between the Declaration, the Association’s Articles of Incorporation (“**Articles**”) and these Bylaws, the Declaration governs over the Articles and Bylaws, and the Articles govern over the Bylaws, unless otherwise provided by law.

ARTICLE II
MEETINGS OF MEMBERS

1. Membership. The Association shall have two (2) classes of membership, Class A and Class B, as defined in the Declaration. The provisions of the Declaration pertaining to membership are incorporated herein by this reference. Members of the Association are referred to generally in these Bylaws as “**Members.**”
2. Place of Meetings. The Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate.
3. General. The Association shall hold its first meeting, whether a regular or special meeting, within one (1) year after the date of the Association’s incorporation, on such date and at such time and place as determined by the Board of Directors. The Board shall set the date and time of subsequent regular annual meetings.
4. Annual Meetings. The annual meeting of the Association shall be held each year during the month of October or November, on such date and at such time and place as the Board determines. Annual meetings may be conducted electronically (*i.e.*, via the Internet, intranet, or teleconference) if, and to the extent, permitted by law.
5. Special Meetings. Special membership meetings may be called at any time: (a) by the President

of the Association; (b) by the Board of Directors; or (c) upon the written request of the Members in good standing who are entitled to cast at least ten percent (10%) of the total votes in the Association. Such meetings shall be held on such date and at such time and place as the Board of Directors determines.

6. Notice of Meetings. The President, the Secretary or the Officer or other persons calling a meeting of the Members shall give or cause to be given to all Owners (including Builders) actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the members not less than fourteen (14) days but no more than forty-five (45) days prior to the meeting. In the case of a special meeting or when otherwise required by law, the Declaration, the Articles or these Bylaws, the purpose of the meeting shall also be stated in the notice. No business shall be conducted or transacted at a special meeting except as stated in the notice. Even prior to Turnover, Builders shall have the right to attend any meeting of the Members.

7. Proof of Notice. The person or persons actually giving notice of any meeting shall execute an affidavit confirming compliance with the notice requirements for such meeting; and any such executed affidavit, attested by the Secretary and filed among the official records of the Association, is conclusive as to the regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

8. Waiver of Notice. A Member's attendance at any meeting constitutes a waiver by such Member of notice of the time, date and place thereof, and of all defects in notice, unless an objection on the basis of lack of proper notice is raised at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

9. Written Action. Any action required to be taken at a meeting of the Members by the Declaration, Articles, these Bylaws or Florida law may be taken without a meeting, without prior notice and without a vote if the action is approved by written consent of Members representing at least the minimum number of votes that would be necessary to authorize such action at a meeting where all Members entitled to vote were present and voted. Such approval shall be evidenced by one (1) or more written consents specifically authorizing the proposed action, dated and signed by approving Members holding the requisite number of votes. The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all Members for action authorized pursuant to this Section to be valid. All consents must be signed, dated and delivered to the Secretary within sixty (60) days after the Association's receipt of the earliest dated consent. The Secretary shall file (or cause to be filed) such consents with the Association's minutes, and the consents shall have the same force and effect as a vote of the Members at a meeting. Within thirty (30) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members summarizing the authorized action.

10. Certificate. An instrument signed by any executive Officer of the Association, and attested by the Secretary, is conclusive proof that any required approval has been obtained in accordance with these Bylaws as to persons without actual knowledge to the contrary.

11. Quorum. The presence of Members in good standing in person or by proxy entitled to cast thirty percent (30%) 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 such quorum is not present or represented at any meeting, the Members present and entitled to vote shall have the power to adjourn the meeting from time to time, as provided in Section 12 below, until a quorum is present or represented.

12. Adjournment. If any Association meeting cannot be held because a quorum is not present, the Members entitled to cast a majority of the votes present at such meeting may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the scheduled date of the original meeting. Unless the time and place at which the adjourned meeting will be held is announced at the original meeting, the Association shall give Members notice of the adjourned meeting not less than ten (10) days prior to the meeting. Otherwise, the Board shall provide notice to all Owners, including Builders, of the time and place for reconvening the meeting in the manner prescribed for regular meetings of Members. At the reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the original meeting.

13. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing, dated and signed by the Member and filed with the Secretary prior to its use, and shall identify the Lot for which it is given and the meeting for which it is to be effective. No Person shall be permitted to hold more than five (5) proxies. A Member represented by a valid proxy at any meeting is "present" for all purposes. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is revocable at any time at the pleasure of the Member who executes it. A proxy is not valid for a period longer than ninety (90) days from the date of the meeting for which it was granted.

14. Membership List. A complete list of the Members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association's office, open to inspection by any Member. The list must also be available at any meeting for inspection by any Member.

15. Voting Requirements.

(a) Members shall have such voting rights as are expressly set forth in these Bylaws, the Articles or the Declaration, which provisions are specifically incorporated by this reference. Except where these Bylaws, the Articles or the Declaration establish different voting requirements or expressly require the approval of Developer or any other Person, the majority vote of those Members present in person or by proxy at a duly called and convened meeting at which a quorum is present shall constitute the act of the membership. Membership votes may be conducted through an Internet-based online voting system, provided such system meets the requirements of Section 720.317, Florida Statutes, as it may be amended from time to time. Only those Members shown as Members in good standing upon the Association's books are entitled to vote.

(b) The following actions must be approved by two-thirds (2/3) of the total votes of the Members, present in person or by proxy and voting at a duly convened meeting at which a quorum is present, and by Developer for so long as Developer is a Member: (i) any mortgaging of the

Association's property; (ii) any merger or consolidation of the Association; or (iii) any dissolution of the Association.

(c) Any purchase of additional lands to be owned by the Association for the benefit of Owners must be approved by two-thirds (2/3) of the total voting interests of the Members present in person or by proxy, at a meeting duly convened for such a purpose at which a quorum is present, and by Developer for so long as Developer is a Member.

16. Joinder in Minutes of Meeting. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of such Members for the purpose of approval or disapproval of any matter and the presence of such Member for the purpose of establishing a quorum.

17. Conduct of Meetings. The President shall preside over all Association meetings, provided that in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Association's minute books. At any meeting of the membership, a Member shall have the right to speak for at least three (3) minutes on any item properly before the meeting. The Board may adopt reasonable written rules governing the frequency, duration and other manner of Member statements consistent with Chapter 720, *Florida Statutes*.

ARTICLE III BOARD OF DIRECTORS

1. Qualification and Governance. The Board of Directors shall govern the Association's affairs. Each Director shall have one (1) vote. Directors, other than those appointed by Developer, shall be Owners. Directors must be at least eighteen (18) years old. If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a Director unless a written notice to the Association signed by the Owner specifies otherwise. An Owner or resident of any Lot on which any assessments, fines, or other charges owed to the Association are delinquent as of the day that he or she could last nominate himself or herself, or be nominated, for the Board is not eligible to serve as a Director. A person who has been convicted of a felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony under Florida law, is not eligible to serve as a Director unless his or her civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board. The validity of any Board action is not affected if it is later determined that a Director was ineligible to serve.

2. Number of Directors; Initial Directors. Initially, the Board shall consist of three (3) Directors. After fifty percent (50%) of the parcels in all phases (both existing and proposed) of the Development have been conveyed to Class A Members, the Board shall consist of five (5) Directors. The Board must consist of an odd number of Directors at all times.

3. Term of Office. So long as Developer has the right to appoint all Directors, Directors shall

hold office as determined by Developer. Otherwise, the term of office for all Directors shall be one (1) year. Each Director shall hold office until a successor has been appointed or elected, as applicable, unless the Director sooner dies, resigns, is removed, is incapacitated or otherwise unable to serve. Directors may serve any number of consecutive terms.

ARTICLE IV

APPOINTMENT; NOMINATION, ELECTION, AND REMOVAL OF DIRECTORS:

1. Up to Turnover.

(a) Until Turnover, and subject to subsection (b) below, Developer has the right to appoint, remove and replace members of the Board of Directors (except for members of the Board of Directors elected by Members of the Association as provided herein) who shall serve at the pleasure of Developer.

(b) Members of the Association, other than the Developer, Builders or any Land Bank Investor, are entitled to elect one (1) member of the Board of Directors when fifty percent (50%) of the parcels in all phases (both existing and proposed) of the Development have been conveyed to Class A Members.

2. Upon Turnover.

(a) Upon Turnover, Members are entitled to elect four (4) Directors, and Developer is entitled to appoint, remove and replace one (1) Director for so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development that will ultimately be operated by the Association. After Turnover, nominations for election to the Board of Directors may be made by a Nominating Committee or in any other manner determined by the Board of Directors from time to time. If there is no Nominating Committee, nominations may be made from the floor at the annual meeting. Nominations for positions on the Board of Directors may include as many persons as the Board of Directors shall in its discretion determine, but not less than the number of vacancies that are to be filled. Any Member other than Developer or Builders may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee).

3. Election of Directors. Election to the Board of Directors shall be by secret written ballot. Directors shall be elected by the membership at the first meeting of Members held after Turnover. If the number of nominees is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without a vote. If the number of nominees exceeds the number of positions to be filled, an election shall be held, and the person(s) receiving the largest number of votes cast by the Members entitled to vote is elected. Cumulative voting is not permitted. Elections may be conducted electronically as provided under Section 720.317, *Florida Statutes*, as may be amended from time to time.

4. Removal; Vacancies. Any member of the Board of Directors can be recalled (voted out of office), with or without cause, by a majority vote of the total voting interests of the Association.

However, if appointed or elected by a certain class of Members, only that class of Members can vote to recall a Director so elected or appointed. In the event of death, resignation or removal of a Director, a majority of the remaining members of the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting. At any meeting at which a quorum is present, a majority of the Directors may remove any Director who has three (3) consecutive unexcused absences from Board meetings; provided that any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Any Director who becomes more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the Association shall be deemed to have abandoned his or her seat. The Board may appoint a successor to fill any vacancy occurring pursuant to this Section, who shall serve for the remainder of the term.

ARTICLE V MEETINGS OF DIRECTORS

1. Organizational Meeting. The Board shall hold an organizational meeting within ten (10) days following each annual Association meeting, at such place and time as the Board may determine.
2. Regular Meetings. The Board shall conduct regular meetings at such place and time as the Board may determine.
3. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors.
4. Petition by Members. If Members entitled to cast at least twenty percent (20%) of the total voting interest in the Association petition the Board in writing to address a particular item of business at a Board meeting, the Board shall place the petitioned item of business on its agenda at its next regular Board meeting or at a special Board meeting, which shall be held within sixty (60) days after receipt of the petition. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action required by the petition.
5. Open to Owners. All meetings of the Board must be open to all Owners, except for: (a) meetings of the Board held for discussing personnel matters; (b) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; and (c) such other matters, if any, as provided by law.
6. Notice and Quorum.
 - (a) Notice; Waiver of Notice.
 - (i) Notice to Directors. Notices of Board meetings shall specify the place and time of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each Director by personal delivery, first class mail, postage prepaid, facsimile, electronic mail or other electronic communication device, with confirmation of transmission. All such notices shall be sent to the Director's fax number, electronic mail address, or address as shown on the

Associations records. Notices sent by first class mail shall be sent at least seven (7) business days before the time set forth meeting. Except for emergency meetings, notices given by personal delivery, facsimile, or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting. A Director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

(ii) Notice to Owners. Except for emergency meetings, notice of all Board meetings shall be mailed or delivered to each Owner at least seven (7) days before the meeting, or, in the alternative, shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of the meeting. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting petitioned by Owners in accordance with this Article V, Section 4 above, or at which special assessments or amendments to rules regarding use of Lots will be considered must be mailed, delivered, or electronically transmitted to each Owner and posted conspicuously on the Property not less than fourteen (14) days before the meeting. Notice may be transmitted electronically only to those Owners who have consented in writing to receive notice by electronic means, and then only in a manner authorized by law. An Owner's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Owner at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

(iii) Waiver of Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (1) a quorum is present, and (2) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(b) Participation by Telephone. Members of the Board or any committee designated by the Board may participate in Board or committee meetings by means of telephone or other electronic means, through which all person participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

(c) Quorum. At all Board meetings, a majority of the Directors shall constitute a quorum for all purposes, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board, unless otherwise provided in the Governing Documents

or by Florida law. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of one or more Directors, if at least a majority of the required quorum for that meeting approves any action taken.

7. Conduct of Meetings. The President shall preside over all Board meetings, provided that in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the minute books. The Board may adopt reasonable written rules governing the right of Members to speak consistent with Section 720.303, *Florida Statutes*, which rules may include a sign-up sheet for Members wishing to speak.

8. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn the meeting to another time and place not less than five (5) but not more than thirty (30) days from the date of the original meeting, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

9. Voting. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the Director votes against the action, or abstains from voting because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

10. Action Without a Meeting. Any Board action taken or to be taken at a Board meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE VI POWERS AND DUTIES OF DIRECTORS

1. Powers of Directors.

(a) The Board of Directors may exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents or Florida law, including but not limited to the following:

(i) Operate the Association in accordance with applicable law, including, Chapters 617 and 720, *Florida Statutes*, the Declaration, Articles and the Bylaws;

(ii) Employ for the Association a manager, an independent contractor, or such other consultants or employees as the Board deems necessary, and to prescribe their duties, provided, however, that the Board shall not delegate policy-making authority or ultimate responsibility for those duties set forth in this Article VI, Section 2 below. The

Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager that might arise between Board meetings;

(iii) Adopt, publish, and amend from time to time rules and regulations governing the use of the Lots, Residential Units and Common Areas and facilities, and the personal conduct of the Members and their guests thereon, establish penalties for the infraction thereof; and

(iv) Adopt and amend from time to time procedures for the Association's imposition of sanctions for violation of the Governing Documents.

(b) The Board shall not take any action, or implement any policy or program that would tend to impair rights of Developer or Builders under the Declaration or these Bylaws, interfere with development or construction of any portion of the Property, or diminish the level of services the Association provides.

2. Duties of Directors. The Board of Directors has the following duties:

(a) As more fully provided in the Declaration:

(i) Prepare and adopt an annual budget, including maintenance of Common Areas, and if elected by the membership in the manner proscribed by Florida law, to establish reserve accounts for replacement of those parts of the Common Areas which have a limited useful life span;

(ii) Budget and fix the amount of the Annual Maintenance Assessment against each Lot at least sixty (60) days before the fiscal year begins;

(iii) establish and fix the amount of the other assessments described in the Declaration;

(iv) send a copy of each annual budget, and written notice of the amount of the Annual Maintenance Assessments to be levied pursuant to such budget, to every Owner at least thirty (30) days before the fiscal year begins;

(v) foreclose the lien against any Lot for which assessments have not been paid, in accordance with the Declaration and applicable law or to bring an action at law against the Owner personally obligated to pay the same; and

(vi) levy fines and impose sanctions for violation of the Declaration and other published guidelines and standards imposed under the Declaration in the manner provided by the Declaration and applicable law;

(b) Provide for the operation, care, upkeep and maintenance of the Common Areas and

Common Maintenance Areas;

(c) Contract with and/or employ any and all contractors, managers, employees, or other personnel or entities necessary to carry out the duties and obligations of the Association contained in the Governing Documents;

(d) Supervise employees of the Association and, where appropriate, provide for compensation of such employees and for the purchase of necessary equipment, supplies, and materials to be used by such employees in the performance of their duties;

(e) Enter into, perform, and enforce contracts and other agreements between the Association and third parties;

(f) Open bank accounts on the Association's behalf and designate signatories;

(g) Deposit all funds received on the Association's behalf in a bank depository which the Board shall approve, and use such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(h) Prepare, provide and file such financial reports and other reports as may be required by Chapter 720, *Florida Statutes*, subject to the terms thereof;

(i) Enforce by legal means, or in the manner provided in the Declaration, the provisions of the Governing Documents and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(j) Procure and maintain property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) Pay the cost of all services rendered to the Association;

(l) Keep a detailed accounting of the Association's receipts and expenditures;

(m) Make available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Article XIII, Section 3 of these Bylaws;

(n) Initiate or defend litigation on behalf of the Association;

(o) Maintain, and retain for the time periods required, the "official records" of the Association, as required by Chapter 720, *Florida Statutes*.

(p) Otherwise undertake all duties, enforce all rights, and perform all obligations granted to the Association pursuant to the Declaration.

3. Standard of Care. The Board shall exercise its powers in a reasonable, fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. Directors shall discharge their duties in a manner that the Director reasonably believes in good faith to be in the best interests of the Association.
4. Compensation. No Director shall receive any salary or compensation for the performance of any duties as a Director or for any service he may render to the Association. The Association may reimburse any Director or Officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other Directors.
5. Conflict of Interest. Notwithstanding anything in these Bylaws, the Articles or the Declaration to the contrary, any contract or other transaction between the Association and any of its Directors or Officers, or with any entity in which a Director or Officer has a financial interest ("**Related Transaction**"), must comply with the requirements of Section 617.0832, *Florida Statutes*, and Chapter 720, *Florida Statutes*. Notwithstanding anything to the contrary contained herein, Directors appointed by Developer may be employed by or otherwise transact business with Developer or its affiliates, and Developer may transact business with the Association or its contractors, subject to applicable law.
6. Certification by Directors. Within ninety (90) days after election or appointment to the Board, each Director shall deliver to the Secretary of the Association a written certification meeting the requirements of Section 720.3033, *Florida Statutes*. A Director who does not timely file the certification or education certificate shall be suspended from the Board until he or she complies with this requirement and the Board may temporarily fill the vacancy during the period of suspension. The Board shall retain a copy of each certification and educational certificate for a period of five (5) years after the Director's election; provided, however, the failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

ARTICLE VII OFFICERS

1. Enumeration. The Association's Officers are a President, Vice President, Secretary, and Treasurer. The President and Secretary shall at all times be members of the Board of Directors. The Board may appoint by resolution such other Officers, who shall hold office for such period, have such authority, and perform such duties as the Board may determine, from time to time. Any two or more offices may be held by the same person, except the offices of President and Secretary.
2. Election and Term of Office. The initial Officers of the Association shall be elected by the Board at its organizational meeting or by unanimous written consent in lieu thereof, and thereafter at the first Board meeting following each annual meeting of the Members or by unanimous written consent in lieu thereof. The Officers of this 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. After Turnover, Officers may not hold the same office for more than two (2) consecutive terms.

3. Removal and Vacancies. The Board may remove any Officer with or without cause, by a vote of at least a majority of the Directors, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4. Resignation. 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 the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

5. Powers and Duties. The Association's Officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Association's budgets as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

ARTICLE VIII
COMMITTEES

1. Permanent Committees. The Board shall appoint a Design Review Committee, as provided in the Declaration.

2. Other Committees. The Board, from time to time, may appoint and dissolve such other committees as the Board deems appropriate in carrying out the business of the Association and to serve for such periods as the Board may designate by resolution. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two (2) consecutive 2-year terms on the same committee.

ARTICLE IX
DEVELOPER'S RIGHT TO DISAPPROVE

1. Developer's Right to Disapprove.

(a) For so long as Developer is a Member, the Association shall give Developer written notice of all meetings of the Members, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice to Developer at Developer's principal address as it appears on the Department of State's records or at such other address as Developer has designated in writing to the Association, or as to Board meetings, in accordance with Article V, Section 6 of these Bylaws. Such notice shall set forth with reasonably particularity the agenda to be followed at such meeting.

(b) So long as Developer holds any Lot for sale in the ordinary course of business, Developer shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee that, in Developer's sole judgment, would tend to impair rights of Developer or

Builders under the Declaration or these Bylaws, interfere with development or construction of any portion of the Property, or diminish the level of services the Association provides.

ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify every Officer, Director, employee, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an Officer, Director, employee, or committee member, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or 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 he or she reasonably believed to be in, or not opposed to, the best interest of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful. The right to indemnification provided herein shall not be exclusive of any other rights to which any present or former Officer, Director, employee, or committee member may be entitled. In accordance with the procedures and subject to the conditions and limitations of Florida law, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former Officer, Director, employee, or committee member in any proceeding to which he or she may be a party by reason of being or having been an Officer, Director, or committee member. The foregoing indemnification obligations shall be controlled and interpreted by applicable law with respect to the indemnification of directors and officers of a not-for-profit corporation.

ARTICLE XI
ACCOUNTING

The Board shall follow the following accounting standards unless the Board specifically determines otherwise by a resolution duly adopted and permitted under Florida law:

- (a) Accounting and controls should conform to generally accepted accounting principles;
- (b) The Association's cash accounts shall not be commingled with any other accounts, and during the period that Developer has the right to appoint or elect at least a majority of the Board of Directors, operating accounts shall not be commingled with reserve accounts.

ARTICLE XII
EMERGENCY PROVISIONS

In the event of an "emergency" as defined in Sections (g) and (h) below, the Board may execute the emergency powers described in this Article XII and any other emergency powers authorized by Sections 720.316, 617.0207 and 617.0303, *Florida Statutes*, as amended from time to time:

(a) The Board may name as assistant officers, any Members of the Association who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of emergency, to accommodate the incapacity or absence of any officer of the Association.

(b) The Board may relocate the principal office of the Association or designate alternative principal offices or authorize the officers to do so.

(c) During the emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication, radio, cellular phone, or e-mail. The Director or Directors in attendance at such meeting shall constitute a quorum and all actions taken thereat shall be actions of the Board.

(d) Corporate action taken in good faith during an emergency under this Article in the interest of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency provisions shall incur no liability for doing so.

(f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Article only, an "emergency" exists only during the period of the time that the Property or the immediate geographic area in which the Property is located, is subjected to:

- (i) A state of emergency declared by local, state or federal civil or law enforcement authorities;
- (ii) A hurricane warning;
- (iii) A partial or complete evacuation order;
- (iv) Federal or state disaster area status, or
- (v) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Property, such as an earthquake, tidal wave, hurricane, tornado, war, civil unrest, or an act of terrorism.

(h) An emergency also exists for purposes of this Article XII during the time when a quorum of the Board cannot readily be assembled because of the occurrence of an event as defined in subsection (g) above.

ARTICLE XIII
MISCELLANEOUS

1. Fiscal Year. The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year.
2. Conflicts. If there are conflicts among the provisions of Florida law, the Articles, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles, and these Bylaws (in that order) shall prevail.
3. Books and Records.

(a) Inspection by Owners and Mortgagees. The official records of the Association shall be maintained within the State of Florida for at least seven (7) years and shall at all times during reasonable business hours, be subject to inspection by any Owner within ten (10) business days after receipt by the Association of a written request, subject to rules adopted by the Board from time to time reasonably restricting the frequency, time, place, and manner of inspection. The Board shall provide for such inspection to take place within forty-five (45) miles of the Property or within the County in which the Association is located. The Board may comply with this Section by making the records available to an Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed on request. An Owner or the Owner's authorized representative may use a portable scanning device or similar technology to make an electronic copy of records which the Owner would otherwise be entitled to copy hereunder. Notwithstanding the above, the exempted records listed in Section 720.303(5), *Florida Statutes* shall not be available to Owners for inspection or copying.

(b) Rules for Inspection. The Board may adopt reasonable written rules governing the frequency, time, location, notice, scope, and manner of inspections but may not require that an Owner state or demonstrate any proper purpose for the inspection or state any reason for the inspection, and may not limit an Owner's right to inspect records to less than one 8-hour business day per month. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure availability to Owners and prospective Owners. The Association shall have the right to require reasonable proof that any person requesting access to the records of the Association is either an Owner or an authorized representative of an Owner. If the Association has a copy machine, it must provide Owners with copies requested if fewer than twenty-five (25) pages. The Association may charge up to \$0.25 per page. If the copies requested exceed twenty-five (25) pages, an outside duplicating service may be used and actual costs, as supported by the vendor invoice, may be charged. In addition, the Association may charge fees to cover the costs for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and the personnel costs do not exceed \$20.00 per hour; provided, however, that personnel costs may not be charged for records requests that result in the copying of twenty-five (25) or fewer pages.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or

controlled by the Association. A Director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

(d) Additional Information. Neither the Association nor any authorized agent thereof shall be required to provide a prospective purchaser or lienholder with information about the Property or the Association except as required by Section 720.401, *Florida Statutes*. If, upon request of the current Owner, the Association elects to provide information which is not required by law to be provided or disclosed, it may charge a reasonable fee to the current Owner for providing good faith responses to requests for such information, such fee not to exceed the amount set forth in Section 720.303, *Florida Statutes*, as it may be amended, plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with such response.

4. Minutes of Meetings. Minutes of all meetings of Members and of the Board of Directors shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least seven (7) years.

5. Amendment.

(a) Prior to Turnover, Developer shall have the right to unilaterally amend these Bylaws for any purpose, except as provided herein or prohibited by law. After Turnover, these Bylaws may be amended only with the approval of at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present, and with the written consent of Developer for so long as Developer is a Member.

(b) Notwithstanding Subsection (a) above, after Turnover, no amendment to these Bylaws which purports to change the quorum requirement or percentage of votes necessary to take action under a specific clause shall be effective unless approved by at least that fraction or percentage of votes that would be required for action to be taken under that clause. A copy of any amendment shall be provided to the Owners within thirty (30) days after same is executed and all necessary consents (if any) are obtained and shall be effective when recorded in the public records of Clay County.

(c) No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer, or the assignee of such right or privilege.