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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,  
AND RESTRICTIONS  
FOR  
STOREY CREEK  
(Osceola County, Florida)**

This document prepared by  
and after recording return to:

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**NOTICE: PURSUANT TO SECTION 6.05, UPON THE SALE OR RESALE OF A DWELLING,  
A CAPITAL OR RESALE ASSESSMENT IS REQUIRED TO BE PAID.**

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,  
AND RESTRICTIONS FOR STOREY CREEK**

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,  
AND RESTRICTIONS FOR STOREY CREEK**

**THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR STOREY CREEK** is made as of and on the Effective Date, by **LENNAR HOMES, LLC**, a Florida limited liability company ("Declarant"), whose post office address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821.

**RECITALS:**

A. Declarant owns the real property described in the plat for Storey Creek, as recorded in Plat Book 27 Pages 164 through 168 inclusive, of the Public Records (the "Plat") and more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. The Property is a proposed residential community known as "Storey Creek" (the "Development").

C. Declarant is the developer of the "community" (as that term is defined in the Association Act) pursuant to the Association Act.

D. Declarant desires to preserve and enhance the values and quality of life on the Property and the health, safety, and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements for the benefit of the Property.

E. The Association has been incorporated and has been conveyed title to certain property, and which Association has been or will be delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration and the other Governing Documents, and collecting and disbursing the monies derived from the Assessments hereafter levied.

**DECLARATIONS:**

**NOW, THEREFORE**, Declarant declares that the Property is and shall be owned, improved, held, controlled, transferred and occupied subject to this Declaration.

The recitals above are incorporated herein as if fully set forth herein.

This Declaration is not intended to, nor does it create or establish a condominium under Chapter 718 of the Florida Statutes, a cooperative under Chapter 719 of the Florida Statutes, or a timeshare under Chapter 721 of the Florida Statutes. No condominium under Chapter 718 of the Florida Statutes, cooperative under Chapter 719 of the Florida Statutes, or timeshare under Chapter 721 of the Florida Statutes, may be created or established at any time upon the Property.

**ARTICLE I**

**DEFINITIONS**

**Section 1.01. Definitions.** Some of the definitions set forth in the Governing Documents may contain terms, conditions, and provisions that are necessary for: (i) the proper interpretation of the Governing Documents; and (ii) to fully understand the Members' rights, privileges, responsibilities, duties, liabilities, and obligations under the Governing Documents and under the Association Act.

Capitalized terms used above or herein that are not defined in this Article I shall have the meanings given to such terms elsewhere in this Declaration. When used above or herein in this Declaration, the following terms shall have the following meanings:

(a) "Additional Property" shall mean and refer to those lands, together with any improvements thereon, if any, which are made subject to this Declaration by annexation pursuant to Article II hereof.

(b) "Annual Assessments" shall mean and refer to the assessments levied annually by the Association pursuant to the "Association Act" and the "Budget" (as that term is defined in Section 6.03(a) of this Declaration).

(c) "Architectural Control Provisions" shall collectively mean and refer to the terms, covenants, conditions, provisions, and limitations set forth in Article VII and Article IX of this Declaration.

(d) "Area(s) of Common Responsibility" shall mean and refer to any land or improvement located in or near the Property which is not intended to be owned by the Association, but which is intended to be improved, maintained, or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following are hereby designated as Areas of Common Responsibility:

(i) Rights of Way and Entrance Area. Subject to limitations imposed by any Governmental Authority, the Association shall maintain, repair and replace to the extent determined by the Board, the signs; lighting fixtures; electrical equipment; drainage improvements in accordance with the Permit; irrigation lines and equipment; landscape materials and features; and other improvements from time to time located within the unpaved rights-of-way and unpaved medians in any rights-of-way as shown on any Recorded Plat;

(ii) Street Lighting. The Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of Street lighting for the Property and any Areas of Common Responsibility; and

(iii) Easements. The Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permit), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall and landscape easements created in favor of the Association as shown on any Recorded Plat. Notwithstanding the foregoing, the Owner of each Lot encumbered by a wall easement shall maintain the paint or other surface finish, if any, on the vertical surface of the wall which faces the Owner's Dwelling, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof.

The foregoing duties and prerogatives of the Association are subject to the terms of Article IV, hereof, regarding potential implementation of one or more MSTU/MSBU or similar mechanisms to assume responsibility for and collect the funds necessary to pay the costs of any of the foregoing or any other services that would otherwise be the responsibility of the Association under this Declaration or otherwise.

(e) "Articles" shall mean and refer to the Articles of Incorporation of the Association. A copy of the initial Articles is attached as **Exhibit "B"** to this Declaration and made a part hereof. The Articles may be amended as provided therein, and it shall not be necessary to amend this Declaration in order to amend the Articles.

(f) "Assessments" shall mean and include: (i) Annual Assessments or charges; (ii) "Special Assessments" (as that term is defined in Section 6.04(a) of this Declaration); (iii) "Individual Assessments" (as that term is defined in Section 6.04(b) of this Declaration); (iv) if required to be paid pursuant to the terms hereof or hereafter required by the Board from time to time, a one-time only start-up assessment ("Start-Up Assessment"); (v) assessments or amenity fees permitted pursuant to the Association Act; and (vi) any interest and late charges that may be imposed by the Board at its discretion, and the cost of collection of any of the foregoing, including, without limitation, court costs and expenses/fees and reasonable attorneys' and paralegals' fees before trial, at trial, and on appeal.

(g) "Association" shall mean and refer to the Storey Creek Homeowners Association, Inc., a Florida not for profit corporation, and its successors and/or assigns.

(h) "Association Act" shall mean and refer to the laws of the State of Florida applicable to the operations of the Association on the Effective Date (as opposed to as amended, restated, or re-codified from time to time), including, but not necessarily limited to, those laws set forth in Chapters 617 and 720 of the Florida Statutes. Chapter 720 of the Florida Statutes, being the Florida legislation specifically enacted to govern the Association and the "Community" (as that term is defined in the Chapter 720 of the Florida Statutes), shall in all instances trump the more general legislation set forth in Chapter 617 of the Florida Statutes. In the event of any ambiguity or conflict between Chapter 617 and 720 of the Florida Statutes, Chapter 720 shall govern as necessary to resolve any such ambiguity or conflict.

(i) "Board", "Board of Directors" or "Directors" shall mean and refer to the Board of Directors of the Association.

(j) "Builder" or "Homebuilder" shall mean and refer to any person or legal entity that has acquired or that acquires title to any Lot expressly in furtherance of: (1) the business of developing the Lot for eventual construction of Dwellings thereon in the ordinary course of such person's or entity's business; or (2) the business of constructing Dwellings thereon, in the ordinary course of such person's or entity's business, for later sale to bona fide Third-Party Purchasers that are not Builders or affiliates of a Builder. After the Turnover occurs, Declarant shall be considered and deemed a Builder with regard to or concerning any Lot(s) that Declarant then owns or thereafter acquires title to, and with Declarant, as a Builder, automatically being deemed to and having all rights, powers, benefits, easements, and reservations afforded to a Builder under the Governing Documents or that may be delegated to a Builder by Declarant under the Governing Documents.

(k) "Bylaws" shall mean and refer to the Bylaws of the Association. A copy of the initial Bylaws are attached as **Exhibit "C"** to this Declaration and made a part hereof. The Bylaws may be amended as provided therein, and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

(l) "City" shall mean and refer to Haines City, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments, divisions and agencies.

(m) "Common Area(s)" or "Common Property" shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Without limiting the generality of the foregoing, the Common Area Tracts shall be Common Area. Common Area shall include, but not be limited to, easement areas which are held by the Association as grantee, including, but not limited to, any private access and drainage easements and private drainage easements. Additional Property may contain Common Area, but no commitment is made that any Additional Property will in fact contain Common Area. The definition of "Common Area" and "Common Property" shall also include the definition of "common area" defined in the Association Act.

(n) "Common Area Tract(s)" shall initially mean and refer only to the platted tracts set forth on the Plat and identified on Exhibit "E" attached hereto and made a part hereof as to be owned (in fee simple no later than Turnover) by the Association, which exhibit also depicts, subject to the terms of this Declaration, the party or entity responsible for maintaining said Common Area Tracts.

(o) "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including, without limitation, costs incurred for operation, management, administration, maintenance, repairs, replacement, insurance and improvement of the Common Area and Areas of Common Responsibility, and for any reserves from time to time established to be set aside by the Board. Except as may be expressly set forth herein, all undertakings or activities of the Association concerning the Property, the Community, the Common Area, the Areas of Common Responsibility, and enforcing the provisions of the Governing Documents, shall be done at Common Expense.

(p) "Community Development District": As defined in Chapter 190 of the Florida Statutes.

(q) "Conservation Easement": As defined in Article IV, Section 4.10 hereof.

(r) "Conservation Easement Area(s)" shall mean and refer to any areas or portions of the Property from time to time included within, or subjected to, a Conservation Easement pursuant to the provisions of Article IV, Section 4.10 hereof.

(s) "County" shall mean and refer to Osceola County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments, divisions, and agencies.

(t) "Declarant" shall mean and refer to Lennar Homes, LLC, a Florida limited liability company, its successors and/or assigns. No successor or assignee of Declarant shall have any rights, privileges, liabilities or obligations of Declarant under this Declaration or any other Constituent Document unless such rights and obligations are specifically set forth in a Recorded instrument of succession and/or assignment, or unless such rights expressly pass by operation of Law from Declarant to such successors and/or assigns.

(u) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements, and Restrictions for Storey Creek, as amended, modified, restated or supplemented.

(v) "Deficit Fund" or "Deficit Funding" shall mean and refer to Declarant's subsidizing of the Common Expenses of the Association pursuant to Section 6.08 hereof.

(w) "Division" shall mean and refer to the Division of Florida Condominiums, Timeshares, and Mobile Homes, or any successor governmental agency, division, or department of the State of Florida.

(x) "District" shall mean and refer to the South Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(y) "Dwelling" or "Residence" shall mean and refer to any single family residence or dwelling unit located on a Lot.

(z) "Effective Date" shall mean and refer to the date that this Declaration is Recorded in the Public Records.

(aa) "Electronic Transmission" shall mean and refer to any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, but shall not be limited to, telegrams, facsimile transmissions, Short Message Service (SMS), Multimedia Messaging Service (MMS), and email. Notices may be given via Electronic Transmission for and regarding any meetings of the Board, any committee meetings requiring notice under the Association Act, including, but not limited to, ARC meetings, and any annual and special meetings of the Members; provided, however, that a Member must consent in writing to receiving notice by Electronic Transmission. Consent by a Member to receive notice by Electronic Transmission shall be revocable by the Member only by written notice to the Board.

(bb) "Fiscal Year". The first fiscal year shall begin on the date of incorporation and end on December 31 of that year ("Fiscal Year"). Thereafter, the Fiscal Year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

(cc) "Governmental Authority(ies)" shall mean and refer to any federal, state or local authority, court, department, division, legislature or instrumentality having authority, control or jurisdiction over or concerning the Development, the Property, the Community, the Areas of Common Responsibility, the Association, the Members and/or the Owners, including, but not limited to, the Local Government.

(dd) "Governing Document(s)" shall collectively mean the "governing documents" (as that term is defined in the Association Act) and the Rules and Regulations.

(ee) "Homeowners' Association": As defined in the Association Act.

(ff) "Law" or "law" shall mean and refer to all laws, statutes (including, but not limited to, the Association Act), codes, ordinances, rules, requirements, regulations, orders, decrees and judgments of any Governmental Authority having jurisdiction over the Association, the Property, the Community, the Declarant or the Owners or Members.

(gg) "Limited Common Area" means any and all real and personal property, easements, improvements, facilities and other interest, if any, as more particularly described in Article IV, Section 4.03 hereof, which are reserved for the use of Owner(s) of certain Lots to the exclusion of other Owner(s) and/or other Lots.



(hh) "Limited Common Expense(s)" shall mean and refer to Common Expenses with respect to any Limited Common Area.

(ii) "Lot" shall mean and refer to each residential building site created by any Recorded Plat of the Property, including any Dwelling located thereon once constructed.

(jj) "Local Government" shall mean and refer to, as applicable, the County and/or the City.

(kk) "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 3.02 hereof.

(ll) "Monetary Obligation" shall mean and refer to any monetary obligations, including, but not limited to, Assessments, due to the Association by any Member pursuant to the Governing Documents, the Rules and Regulations, or under the Association Act.

(mm) "Mortgage" shall mean and refer to any first-lien or first-position mortgage encumbering a Lot or Dwelling that was granted or made in good faith and for value.

(nn) "Mortgagee" shall mean and refer to the owner and holder of a Mortgage, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, the United States Department of Veterans Affairs (the "VA"), the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or any other lender generally recognized as an institutional lender in the County.

(oo) "Officer(s)" shall have the meaning given to such term in the Articles or the Bylaws.

(pp) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee-simple title to any Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, the term "Owner" shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title to a Lot pursuant to an unappealable, final, lawful foreclosure proceeding or a proper and lawful conveyance by deed in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or by tenancy by the entirety.

(qq) "Permit" shall mean and refer to General Environmental Resource Permit No. 49-02544-P issued by the District and attached hereto as Exhibit "D".

(rr) "Property" shall initially mean and refer to the real property legally described in the Plat together with any Additional Property hereafter annexed to this Declaration pursuant to Article II hereof.

(ss) "Public Records" shall mean and refer to the official or public records of the County, or such other place designated from time to time as the official County location for Recording documents affecting and encumbering title to real property and any improvements located thereon.

(tt) "Record," "Recordation," "Recording," or "Recorded": To record, the recording of, of appearing of record, of an instrument in the Public Records.

(uu) "Recorded Plat(s)" shall mean and refer to any and all subdivision plats of the Property, including the Plat, Recorded in the Public Records.

(vv) "Rules and Regulations" shall mean and refer to the Rules and the Planning Criteria, as any of the foregoing may be amended, modified or supplemented from time to time.

(ww) "Street(s)" shall mean and refer to the rights-of-way of all streets, roads, alleys, drives, courts, ways and cul-de-sacs within the Property as the same are described in and depicted on any Recorded Plat, and all paving, curbs and other improvements, facilities and appurtenances constituting part of the roadway system within the Property, conveyed or dedicated to the Local Government or other appropriate Governmental Authority or quasi-governmental entity.

(xx) "Supplemental Declaration" shall mean and refer to any instrument which extends the effect of this Declaration to any Additional Property pursuant to Article II hereof.

(yy) "Stormwater Management System" or "Surface Water Management System" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

(zz) "Tenant" or "tenant" shall mean and refer to any tenant, lessee, subtenant, or sublessee, beneficiary under any land trust pursuant to Section 689.071 of the Florida Statutes, or any other occupant or possessor that is not the Owner thereof of any Lot or improvement thereon, whether or not such relationship is documented by a lease, a sublease, a trust agreement, or any other document or writing (collectively, "Lease" or "lease").

(aaa) "Turnover" shall mean and refer to the transition of control of the Association by Declarant pursuant to Section 720.307 of the Association Act.

(bbb) "Turnover Meeting" shall mean and refer to the meeting at which Members other than Declarant elect a majority of the Directors pursuant to Section 720.307 of the Association Act.

**Section 1.02. Interpretation.** The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the value of the Lots, and the protection of Declarant's rights, benefits and privileges herein contemplated and to the fullest extent permitted by the Association Act. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's affiliates than against any other person or entity.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 2.01. Property.** The Property is and shall be owned, improved, held, controlled, transferred and occupied subject to this Declaration.

**Section 2.02. Additional Property.** Declarant shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, lands lying adjacent to or in the vicinity of the Property, at any time and from time to time within twenty (20) years after the Effective Date (the "Potential Additional Property"). Unless and until annexed, this Declaration shall not encumber or bind in any way any of the Potential Additional Property. Except as provided in Article XIII hereof, annexation of any or all of the Potential Additional Property as Additional Property may be accomplished by Declarant without the consent of the Association, the Owners, the Members, any Mortgagee or other lien holder, or anyone else.

**Section 2.03. Method of Annexation.** Additions authorized under this Article II shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to the Additional Property. The Supplemental Declaration shall describe that portion of the Potential Additional Property annexed as Additional Property and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing that portion of the Potential Additional Property to this Declaration and extending the jurisdiction of the Association to such Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the Additional Property then being annexed or of the housing or development approaches being implemented with respect to such Additional Property. Upon the Recordation of any Supplemental Declaration in the Public Records, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Area, if any, located on the Additional Property, and the obligation, as a Common Expense, to contribute to the cost of operating, management, maintaining, repairing, operating, administering, replacing, insuring and improving: (a) the additional Common Area located within the Additional Property; and (b) any additional Areas of Common Responsibility located within the vicinity of the Additional Property. Any Supplemental Declaration Recorded in the Public Records in accordance with the terms hereof shall be conclusive in favor of all persons who rely on such Supplemental Declaration in good faith. From and after Recordation of any Supplemental Declaration in the Public Records, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

**Section 2.04. Withdrawal.** Declarant reserves the right to amend this Declaration unilaterally at any time and for any reason for the purpose of removing any portion of the Property (including, without limitation, Lots and Common Area) without notice and without the consent of any person or entity whatsoever, other than the owner of the portion of the Property to be withdrawn or the District, if consent by the District is required; provided, however, that no such withdrawal may impair vehicular or other access to any Lot as established by the applicable Recorded Plat.

### **ARTICLE III**

#### **THE ASSOCIATION**

**Section 3.01. The Association; Directors; Officers; Meetings; Official Records.**

(a) Association. The Association is and shall remain a Florida nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by the Association by virtue and authority of the Governing Documents and applicable Law, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the operation, maintenance, administration, repairing, replacing, insuring and improvement of the Property, the Community, the Common Area and all Areas of Common Responsibility. Neither the Articles, the Bylaws nor any of the other Governing Documents shall be amended or interpreted so as to be or become inconsistent with this Declaration. In the event of any such

inconsistency, the provisions of this Declaration shall prevail. The Board, and such Officers as the Board may appoint from time to time, shall conduct the affairs of the Association. Notwithstanding anything contained herein to the contrary, pursuant to and consistent with Section 720.317 of the Florida Statutes, electronic voting is permitted as to any matter that requires a vote of the Members.

(b) Directors.

(i) Number. At all times, the Board shall consist of at least (3) Directors and shall always be an odd number. Prior to Turnover, (y) the Board shall consist of three (3) Directors unless Declarant, by notice to the Association, increases the Board; and (z) the number of Directors may not be increased or decreased without Declarant's prior written consent, which consent may be granted or denied by Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the time of Turnover, unless otherwise specified herein or as required by Florida law. After Turnover, Directors shall be elected to the Board by a vote of the Members. Except as specifically provided below, on the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of new Directors at the Annual Members Meeting (except that the term of any Director appointed by Declarant shall extend until the date designated by Declarant, or until the Turnover Date. Notwithstanding anything in the foregoing to the contrary, Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) Director for as long as Declarant is the Owner of at least five percent (5%) of the total number of Lots within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon Declarant to exercise such right to appoint such one (1) Director.

(ii) Appointment; Election. Prior to Turnover, Declarant, as the Class B Member, shall have the sole and absolute right to appoint, remove, and recall all of the Directors; provided, however, that if at any time Declarant is not permitted under Florida law to appoint, remove, or recall such Directors, then the Class B Member shall have the sole and absolute right to elect, remove, and recall all such Directors, which election, removal or recall, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class B Member, in lieu of a meeting of the Class B Member. Notwithstanding the foregoing, Members other than Declarant are entitled to elect at least one (1) Director for a one (1) year term if fifty percent (50%) of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members other than Declarant, with each election for that Member-elected Director taking place at the annual meeting of the Association. If Turnover occurs within the one (1) year term of any such Member-elected Director, that Director's term shall be for one (1) entire year and shall not expire at Turnover. Any Directors appointed by Declarant or elected by the Class B Member prior to Turnover, or appointed or elected by Declarant pursuant to this Section 3.01(b)(ii) need not be Members and need not be residents of the State of Florida. All other Directors shall be Class A Members or designated representatives of the Class B Member, and residents of the State of Florida. After Turnover, no Member or Owner may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent or deficit with regard to payment of any Monetary Obligation owed to the Association, or (ii) such Member or Owner has been convicted of any felony in the State of

Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

(iii) Educational Requirements. Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary that he or she has read the Governing Documents, the Rules and Regulations, and any other written rules and policies of the Association; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's appointment or election. However, the Association's failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

(iv) Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to the Members, except for 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. Members have the right to attend all meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable Rules and Regulations expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which Rules and Regulations may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorneys to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors. The Board may, by majority consent, permit any directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time video conferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting. Members may not attend Board meetings via telephone, real-time video conferencing, or similar real-time

electronic or video communication, unless specifically approved in advance by the Board by majority consent or adopted by Rule or Regulation.

(c) Officers.

(i) General. The officers of the Association (the "Officers") shall be a President, who shall be selected from the Board, a Vice President, a Treasurer, and a Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant and may only be removed and replaced by Declarant pursuant to the terms hereof. After Turnover, all Officers shall be elected annually by the Board of Directors and each Officer may be removed by vote of the Directors at any meeting with or without cause. After Turnover, no Member or Owner may serve as an Officer if such Member or Owner is delinquent or deficit more than ninety (90) days with regard to payment of Assessments or any other any Monetary Obligation. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Board shall from time to time elect such other Officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

(ii) President. The "President" shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of a president of a Florida not for profit corporation and a Homeowners' Association. He shall serve as chairman of all Board and Members' meetings.

(iii) Vice President. The "Vice President" shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed from time to time by the Board or the President.

(iv) Secretary. The "Secretary" shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the official records of the Association, except those of or to be maintained or kept by the Treasurer, and shall perform all other duties incident to the office of a secretary of a Florida not for profit corporation, to the office of a secretary of a Homeowners' Association, and as may be required by the Directors or the President. From time to time, the duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

(v) Treasurer. The "Treasurer" shall have custody of all funds, securities, and evidences of indebtedness regarding or concerning the Association. He shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of a treasurer of a Florida not for profit corporation and a Homeowners' Association. From time to time, the duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

(vi) Removal. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. As applicable, the Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved



without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

(d) Member Meetings.

(i) Annual Meetings. The annual meeting of the Members of the Association shall be held at such place, at such time and on such date each year as is from time to time designated by the Board. Failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Directors, the Officers, or the Association.

(ii) Special Meetings. Special meetings of the Members may be called by any one of the following persons or groups:

(A) The President;

(B) A majority of the Board of Directors;

(C) Prior to Turnover, Members representing at least fifty percent (50%) of total voting interests of the Association;

(D) After Turnover, Members representing at least ten percent (10%) of total voting interests of the Association; or

(E) The Declarant, so long as Declarant has the right to elect a Director pursuant to Section 720.307 of the Association Act.

(e) Official Records.

(i) Section 720.303(4) of the Association Act defines the "official records" of the Association. The official records shall be made available to an Owner for inspection within ten (10) business days after receipt by the Board or its designee of a written request. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Community or, at the option of the Association, 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 upon request. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. An Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Member or his or her authorized representative for the use of a portable device. From time to time, the Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, official records to be inspected, and manner of inspections by the Owners, but may not require an Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one 8-hour business day per month. From time to time, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy

the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The Association may charge up to 25 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members. Notwithstanding the foregoing, the following official records are not accessible to Members or Owners:

(A) Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(B) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot or parcel within the Community.

(C) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.

(D) Medical records of Owners or Community residents.

(E) Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, Lot or parcel designation, mailing address, and property address of the Lot or parcel. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to the Owners a directory containing the name, parcel address, and telephone number of each Owner. However, an Owner may exclude his or her telephone number from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.



(F) Any electronic security measure that is used by the Association to safeguard or protect data, including passwords.

(G) The software and operating system used by the Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

(ii) The Association or its authorized agent is not required to provide any prospective purchaser, lienholder, Member, or, with information about the residential subdivision, Community, or the Association other than information or documents required by Chapter 720 of the Florida Statutes to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, Member, or Owner, or the current Owner or Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser, lienholder, Member, or Owner, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with the response.

**Section 3.02. Membership.** Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall automatically transfer to the new Owner the membership in the Association appurtenant to that Lot, without any further action required whatsoever of the Board, the Association, the old Owner or the new Owner.

**Section 3.03. Voting Rights and Turnover of Association.**

(a) Voting Rights. The Association shall have two (2) classes of voting membership as follows:

(i) Class "A". "Class 'A' Members" or "Class A Members" shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(ii) Class "B". The sole "Class 'B' Member" or "Class B Member" shall be Declarant, or its specifically designated (in writing) successor(s) or assign(s). The Class "B" Member shall be allocated the number of votes equal to the total number of Class "A" Member votes, plus one (1). Class "B" Membership shall cease and become converted to Class "A" membership upon Turnover.

(b) Termination of Class "B" Membership. The Class "B" membership, in its entirety, shall terminate and become converted to Class "A" membership upon the earlier of the following events:

(i) When Declarant, in its sole and absolute discretion, elects to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

(ii) At the Turnover Meeting.

(c) Turnover of Association. Any other provision of this Article III to the contrary notwithstanding, Members Other Than Declarant (as that term is defined below), shall be entitled to elect at least a majority of the members of the Board of Directors not later than Turnover, which shall be: (i) three (3) months after ninety percent (90%) of the Lots in all phases of the Development that will or may ultimately be operated by the Association have been conveyed to Class "A" Members, which Turnover shall occur at the Turnover Meeting; (ii) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents, with there being a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under FL. STAT. §720.308 for a period of more than 2 years; (iii) upon Declarant filing a petition seeking protection under Chapter 7 of the U.S. Federal Bankruptcy Code; (iv) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities hereunder first arising after the date of such assignment; or (v) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 day after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members. For purposes of this Declaration, the term "Member(s) Other Than Declarant" shall not include Builders, contractors or other parties who purchases or holds the title to a Lot for the purpose of constructing a Dwelling thereon for resale.

(d) Turnover of Documents. No later than the Turnover Meeting, Declarant, at Declarant's expense, shall deliver to the Board the documents that Declarant is required to deliver pursuant Subsection 720.307(4) of the Association Act.

(e) Turnover of Board. Turnover of the Board shall take place consistent with the requirements specified in Section 3.01 hereof.

(f) Officers. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the applicable provision of the Governing Documents until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

**Section 3.04. Multiple Owners.** When any Lot entitling an Owner to membership in the Association is owned of record in the name of more than one person, party, or entity, whether such persons or entities own said Lot as fiduciaries, joint tenants, tenants in common, tenants in partnership, partners, or in any other manner of joint or common ownership, or if two or more persons or entities aforesaid or otherwise shall have the same fiduciary relationship or rights respecting the same Lot, then unless the instrument, document, or order appointing them or creating the subject tenancy or relationship otherwise directs and it or a copy thereof is filed with the Secretary of the Association or has been recorded in the Public Records, such Owner shall: (i) select one official representative to represent such Lot ("Representative"), which Representative shall be the only person, or party, or entity with the right to exercise any rights of membership in the Association with respect to such Lot, including, but not limited to, voting with respect to such Lot; and (ii) shall notify the Secretary of the Association in writing of the Representative's name and of any change in same as it occurs. The vote of each Representative shall be considered to represent the will of all the Owners of the subject Lot. In the circumstance of such common or joint ownership or rights, if the Owners fail to properly designate a Representative, then the Association may accept the person, party, or entity asserting the right to vote on behalf of the subject Lot

as the voting Owner, until notified to the contrary by the other person(s), party(ies), or entity(ies) that also make up the Owner. Upon such notification no Owner of said Lot may vote until the Owner appoints its Representative pursuant to this paragraph.

#### ARTICLE IV

##### **PROPERTY RIGHTS IN THE COMMON AREAS**

**Section 4.01. Easements.** The Association and each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

(a) Right-of-way for ingress and egress by vehicles and on foot through and across any Streets or walks in the Common Area for all lawful purposes; and

(b) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Area, but only in accordance with all Laws and the requirements of the applicable Governmental Authorities or entities which regulate said utilities; and

(c) Rights and easements to use and enjoy the Common Area for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, any Recorded Plats, the Rules and Regulations, and applicable Laws.

**Section 4.02. Title to Common Area.** In accordance with the requirements set forth in Section 3.03(d) hereof, Declarant shall convey to the Association or Community Development District ("CDD") or, if required by the Local Government incidental to the establishment of an MSTU/MSBU as described in Article IV, Section 4.08 hereof, dedicate to the Local Government for the uses and purposes set forth in this Declaration or in any Recorded Plats, fee-simple title in and to the Common Area, free and clear of all encumbrances except current real estate taxes and assessments not yet due and payable, any Recorded Plats, this Declaration and any easements or matters Recorded in the Public Records prior to such conveyances to the Association. Once conveyed to the Association, the Common Area may not be mortgaged, liened or further conveyed without the consent of at least two-thirds (2/3) of the Members (excluding Declarant). Once conveyed to a Community Development District, the Common Area shall no longer be part of the Common Area but will thereafter be part of the infrastructure facilities owned by the Community Development District ("Facilities"). The Facilities may be operated by the CDD or the Association, and may be owned by a governmental entity other than the CDD. The Facilities shall be used and enjoyed by the Owners on a non-exclusive basis, in common with such other persons and entities that may be entitled to use the Facilities. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES THAT AGREES THAT ANY FACILITIES OWNED BY THE COMMUNITY DEVELOPMENT DISTRICT ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES CONSIDERED AS COMMON AREA.

**Section 4.03. Limited Common Area.** Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Lots. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and lakes. Except as otherwise provided herein, all costs associated with the

maintenance, repair, replacement, and insurance of Limited Common Areas shall be Limited Common Expenses to be assessed against and paid by the Owners of those Lots to which the Limited Common Area is assigned.

As of the Effective Date, there shall be no initial Limited Common Areas.

Declarant reserves the right in its sole discretion to designate any initial or additional Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Common Area to the Association, or on the Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as the Turnover Meeting has not occurred. Any matter arising under this Declaration and pertaining to the Limited Common Area and requiring a vote of Members, shall be decided by a vote of only those Members that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area. The Association may adopt Rules and Regulations which govern, among other things, the use of the Limited Common Area. Prior to the Turnover Meeting, the Declarant, shall have the right in its sole discretion to convey additional real estate, improved or unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association as Limited Common Expenses.

**Section 4.04. Extent of Easements.** The rights and easements created in this Article IV shall be governed by the following:

(a) Subject to any rights of Declarant and the Owners set forth in this Declaration, except as to any part of the Common Area that is required to be conveyed to Local Government, the Association shall be responsible for the exclusive operation, management, administration, control, maintenance, repairing, replacing and insuring of the Common Area;

(b) Declarant, until conveyance of fee-simple title to the Association or Community Development District, and the Association thereafter, may reserve unto itself or grant or dedicate (subject to the terms of Article XIII hereof) to Declarant, any Owner, any Governmental Authority and/or to any utility companies, easements and rights-of-way, over, under, in or through the Common Area for installation, use, maintenance, repair, replacement, and inspection of utility lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or for completion of the development of the Property. No improvements or materials may be placed upon any such easements which may damage or interfere with the installation, maintenance, repairing or replacement of such utilities or the easement area or that may alter or impede the direction or flow of drainage, or that may interfere with completion of development of the Property;

(c) Declarant's rights reserved in this Declaration;

(d) Matters shown in the Public Records or on any Recorded Plats; and

(e) Applicable Laws.

**Section 4.05. Additional Easements over Common Area.**

(a) Declarant hereby creates, reserves and declares to exist, the following licenses, rights, privileges and easements over, under, in and through the Common Area, subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the

District as to any activities that may affect or may occur on or within the Stormwater Management System and the Conservation Easement Area, including, but not limited to, any upland buffers: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and such other equipment and improvements necessary, convenient, or desirable for the completion, marketing, use and enjoyment of the Property; (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to locate thereon wells, pumping stations, lift stations and irrigation systems and lines; (iv) easements of ingress, egress and access for purposes of development, construction and marketing of the Property; and (v) such other rights as may be reasonably necessary, convenient or desirable to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easements, utilities, equipment, improvements or services. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the Streets or within the Common Area or any easements as shown on any Recorded Plats or as otherwise properly established. The easements and rights-of-way herein reserved: (y) shall continue in existence in favor of Declarant after conveyance of the Common Area to the Association or dedication to the Local Government or appropriate Governmental Authority until such time as Declarant has sold all Lots in the Property; and (z) shall continue in favor of Declarant until such time as any lands separately developed by Declarant and located adjacent to the Property have been conveyed to unrelated third-parties; provided, however, that such unrelated third-party is not a Builder, contractor or other party who purchases or hold the title to property for the purpose of constructing a Dwelling thereon for resale.

(b) Declarant also reserves a perpetual right and easement, at its sole election and from time to time, to irrigate the Common Area with treated effluent from a wastewater treatment facility, if any. The benefit of this reservation shall inure to Declarant and its specifically designated successors and/or assigns, but not in favor of any other Owner, and shall remain in effect whether or not Declarant owns any Lots in or lands adjacent to the Property.

**Section 4.06. Delegation.** Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same shall not be construed to create any rights in the general public or any other party.

**Section 4.07. Reservation for Corrections.** The conveyance of the Common Area to the Association or other entity(ies) shall be subject to the right of Declarant from time to time to correct errors in the legal description or other errors contained in the instrument of conveyance to any Owner, which right is reserved to Declarant. In the event that any such error is discovered after the conveyance of the subject Common Area, then the Association shall upon request of Declarant or any Owner so affected execute a quitclaim deed to the Lot held by said Owner, which quitclaim deed shall contain a correct legal description. If required to vest marketable title (without regard to the fact that the Common Area is held by a homeowners association) in the Association, said Owner will execute a quitclaim deed to any portion of the Common Area which may have been erroneously included within the legal description in the instrument of conveyance of such Owner's Lot. In addition to any other remedy available to the parties or any Owner, the provisions of this Section 4.07 shall be enforceable by specific performance or other equitable remedy.

**Section 4.08. MSTU/MSBU.** Declarant or the Local Government may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (referred to in this Declaration as

"MSTU/MSBU"), which MSTUs/MSBUs will have responsibilities established in their enabling resolutions. By way of example, and not limitation, an MSTU/MSBU may be established to provide for any one or more of the following: (a) operation, management, administration, maintenance, repair, and replacement by the Local Government of any of the Common Area, and any recreational, drainage or other improvements whatsoever at any time located thereon, for the uses and purposes set forth in this Declaration or in any applicable Recorded Plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the Local Government; (b) construction, maintenance, repair, replacement, or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities, in, on, under or within the Common Area or any easement areas for the use and benefit of the Property and the occupants thereof; and (c) construction, operation, maintenance, repair and replacement of Street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration, the MSTU/MSBU, or by the applicable Governmental Authority. Notwithstanding the foregoing, the Association may elect, from time to time, to aesthetically maintain any property otherwise maintained or to be maintained by the MSTU/MSBU and if Association does so, no Owner or Member, as a result thereof, shall thereby receive or be entitled to a discount for any ad valorem taxes or Assessments assessed by or in connection with the MSTU/MSBU. If established, each Owner and Member acknowledges and agrees that the costs incurred by the MSTU/MSBU may be billed directly to the Owners or to the Association for subsequent Assessment to the Owners and Lots.

**Section 4.09. Special Taxing Districts.** For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and/or the CDD for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same. The CDD may issue, or has issued Special Assessment Bonds ("Bonds") to finance a portion of the cost of the Facilities. The CDD may be authorized to finance, fund, install, equip, construct and maintain "Public Infrastructure" within those lands under its jurisdiction. The costs of the Facilities may be funded by the CDD in one or more series of Bonds. The principal and interest on the special assessment bonds may be repaid through non ad valorem special assessments (the "CDD Debt Service Assessments"). The principal and interest on the other revenue backed bonds (the "District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. The CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its infrastructure and services (the "CDD Maintenance Special Assessments"). The CDD Debt Service Assessments and CDD Maintenance Special Assessments will not be taxes but, under Florida law, constitute lien co-equal with the lien of state, County, municipal and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector and disbursed to the CDD. The homestead exemption is not applicable to CDD assessments. Because a tax bill cannot be paid in part, failure to pay the aforesaid assessments or any other portion of the tax bill will result in the sale of tax certificates that could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges of the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The actual amount of the CDD



Debt Service Assessment will be set forth in the CDD's assessment methodology report. CDD Maintenance Special Assessments relating to the Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are direct obligations of the Owner and are secured by a lien against Owner's Lot and Dwelling.

**Section 4.10. Conservation Easement Area(s).**

(a) Pursuant to and as and to the extent required by the Permit, the District, or any Governmental Authority, from time to time, Declarant will record in the Public Records, one or more conservation easements (collectively, "Conservation Easement"), in favor of the District or any applicable Governmental Authority over, across, and upon certain portions of the Property. The precise metes and bounds legal description of the portions of the Property encumbered by a Conservation Easement shall be as specifically set forth in the subject Conservation Easement (all such portions of the Property that are or become encumbered by a Conservation Easement shall hereinafter be referred to as "Conservation Areas"). Upon establishment of any Conservation Easement, the Conservation Areas shall be subjected to the restrictions set forth in the subject Conservation Easement. The Conservation Areas, or the Association's interest therein, shall be Common Area and the Conservation Areas shall be the perpetual responsibility of the Association, and may in no way be altered from their natural state, except as specifically provided in the subject Conservation Easement. Furthermore, the use and development of the Conservation Areas shall be restricted as set forth in the subject Conservation Easement.

**ARTICLE V**

**INSURANCE**

**Section 5.01. Basic Insurance.** The Board may obtain fidelity bond coverage insuring the Association in its discretion. In addition, the Board may obtain insurance for insurable improvements on (a) the Common Area, or on (b) any Area of Common Responsibility, or on (c) any easement area benefiting the Owners or the Association; public liability policies covering the Common Area, the Association, and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, which public liability shall have at least One Million Dollar (\$1,000,000.00) combined single limits for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar (\$5,000,000.00) umbrella liability policy; directors' and officers' liability insurance; and, any other types of insurance coverage as the Board may deem appropriate, necessary or desirable from time to time, with such insureds, deductibles, provisions, and coverage types and amounts as shall be determined by the Board. Such insurance shall include "special form" casualty insurance for all improvements on the Common Area, if such insurance is reasonably available. If "special form" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Said insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

**Section 5.02. Additional Insurance.** In addition to any other insurance required by Article V, the Board may obtain, as a Common Expense: (A) worker's compensation insurance, if and to the extent required by law; (B) directors' and officers' liability coverage, if reasonably available; (C) flood insurance, if required; and (D) insurance or a fidelity bond for all persons who control or disburse funds of the Association. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The insurance policy or

fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, as determined by the Board's best business judgment, with such amounts, regardless, never being less than three (3) months' Assessments, plus all reserves on hand. If available, any such insurance policy or fidelity bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

**Section 5.03. Individual Insurance.** Except as may be set forth herein, by virtue of taking title to a Lot, each Owner (other than Declarant) covenants and agrees with all other Owners, and with the Association, that each Owner shall carry, at a minimum full replacement cost dwelling protection with building structure replacement cost method extended limits. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising its Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. Said Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed, said Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the terms hereof, any Rules and Regulations, and all applicable Law. Assessments shall still apply to and be levied against any Lot cleared and thereafter maintained pursuant to the provisions of this section. Any such cleared Lot shall still, at all times, continue to be responsible for payment of full Assessments, regardless of the fact that the Lot and Owner may not benefit from maintenance and other services otherwise provided by the Association to occupied or improved Lots.

**Section 5.04. Insurance Premiums.** Premiums for all insurance obtained by the Association pursuant to this Article V shall be a Common Expense.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 6.01. Lien and Personal Obligation Nonpayment.**

(a) Declarant, for each Lot owned by it on the Property, and each Owner other than Declarant, by acceptance of fee-simple title to any Lot, whether or not it shall be so expressed in any deed or other conveyance of title to such Lot, covenants and agrees to pay to the Association the Assessments, which Assessments shall be fixed, established, assessed, and enforced as herein provided and as permitted by the Association Act. Assessments shall be a charge and a continuing lien upon the Lot against which such Assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such Assessment is due. Each Assessment shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the Assessment fell due. Declarant will never be obligated to pay any Individual Assessment or Start-Up Assessment.

(b) If any Assessment or installment thereon is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment shall be secured by a continuing lien on the Lot as to which the Assessment accrued, and upon any Dwelling located thereon. The Association may Record a lien against any Lot to secure payment of Assessments that remain unpaid for a period of



thirty (30) days or longer after becoming due (the "Assessment Lien"). Any Assessment Lien shall be prior to all other liens created except (i) ad valorem real estate taxes and assessments levied by any Governmental Authority, (ii) the lien of any Mortgage (expressly subject to the Mortgagee's compliance with FL. STAT. §720.3085(2)(c), as amended, restated or re-codified from time to time, and said Mortgagee's payment of all unpaid Assessments resulting from said Mortgagee's compliance with, or failure to comply with, said statute), and (iii) other liens which by Law would be superior. To the fullest extent permitted by Law, any Assessment Lien shall be prior to and superior in dignity to the Owner's homestead status. Any Assessment Lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent Assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title of the Lot unless expressly assumed by them.

(c) If the delinquent Assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such delinquent Assessment the aforesaid interest, late charges, collection costs, expenses and attorneys' and paralegals' fees, and all of the foregoing shall be recoverable whether or not suit be brought. The Owner shall also be required to pay to the Association any Assessments against the Lot which become due during any period of foreclosure by the Association. The Association, acting on behalf of the Owners, shall have the right and power to bid for any Lot at any foreclosure sale and to acquire the same via foreclosure or a deed in lieu thereof and thereafter hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure or a deed in lieu thereof: (x) no right to vote shall be exercised on said Lot; (y) no Assessment shall be assessed or levied on said Lot; and (z) each other Lot shall be charged, in addition to its Assessments, its pro rata share of the Assessment that would have been charged the subject Lot had it not been acquired by the Association as a result of foreclosure or a deed in lieu thereof. Suit to recover a money judgment against an Owner or Lot for unpaid Common Expenses, Assessments, and all costs, expenses, and fees incurred by the Association in connection with such action, including, but not limited to, interest as provided herein, along with reasonable attorneys' and other legal fees to be fixed by the court, together with all other costs, expenses, and fees of the action, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

(d) In addition to any other rights and remedies of the Association hereunder or under Florida law in connection with an Owner's or Member's failure to timely pay Assessments or any installments thereof, the Association may also charge an administrative late fee ("Late Fee") not to exceed the greater of Twenty-Five and no/100 Dollars (\$25.00) or five percent (5%) percent of the amount of each installment that is paid past the due date. If in the future, Section 720.3085(3)(a) is amended to permit the Association to charge a higher Late Fee, then the immediately preceding sentence shall be deemed automatically amended to permit the Association to charge such higher Late Fee.

(e) The following property shall be exempt from the Assessments, charges and liens created herein: (1) Common Area; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (3) lands conveyed or dedicated to the Local Government or other Governmental Authority, any public or quasi-public utility company, or the public; and (4) to the fullest extent permitted by the Association Act, Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 6.08 hereof. No other land or improvements in the Property shall be exempt from the Assessments, charges or liens stated above. No Owner may avoid Assessment obligations by virtue of non-use or abandonment of the Common Area or any Area of Common Responsibility, as applicable.

(f) If any Lot is occupied by a Tenant and the Owner of the Lot is delinquent in paying any Monetary Obligations, the Association may demand in writing that the Tenant pay to the Association the subsequent rental payments related to the Lot ("Tenant Demand"). Any Tenant Demand is continuing in nature, and upon such Tenant Demand, the Tenant of the subject Lot (the "Notified Tenant") must continue to pay the subsequent rental payments until all the Monetary Obligations of the Lot 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 Lot. A Notified Tenant is immune from any claim by the Lot Owner related to the rent timely paid to the Association after the Association has made a Tenant Demand.

If the Notified Tenant paid rent to the Owner of the Lot for a given rental period before receiving the Tenant Demand and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the Tenant Demand, such Notified 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 Lot Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Lot. The Association shall, upon request, provide the Tenant with written receipts for payments made. The Association shall mail written notice to the Lot Owner of the Association's demand that the Tenant pay Monetary Obligations to the Association.

The liability of the Notified Tenant may not exceed the amount due from the Notified Tenant to the Lot Owner. The Notified Tenant shall be given a credit against rents due to the Lot Owner in the amount of Assessments paid to the Association.

After serving a Tenant Demand, if the Notified Tenant fails to pay any Monetary Obligation, the Association may issue notices under Section 83.56 of the Florida Statutes, as amended, restated or re-codified from time to time, and may sue for eviction under Sections 83.59-83.625 of the Florida Statutes, as amended, restated or re-codified from time to time, as if the Association were a landlord under Part II of Chapter 83 of the Florida Statutes. However, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and specifically has no duties under Section 83.51 of the Florida Statutes, as amended, restated or re-codified from time to time.

A Tenant does not, by virtue of payment of Monetary Obligations, have any of the rights of the Owner of the Lot to vote in any election or to examine the books and records of the Association.

**Section 6.02. Purpose; Powers.** The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and obligations hereunder and under the Association Act, to exercise the powers conferred on the Association hereunder and under the Association Act, to manage, improve, operate, administrate, insure, maintain, repair and replace the Common Area and the Areas of Common Responsibility (as may be determined by the Board), and to pursue any other purpose deemed desirable, necessary, convenient or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated herein or as permitted by the Association Act: (a) payment of Common Expenses; (b) lighting, irrigation, maintenance, improvement and beautification of the Streets and all easement areas benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established; (c) acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Area; (e) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Area, Areas of Common Responsibility (as may be

determined by the Board), and all easement areas benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established; (f) repayment of any deficits previously incurred by the Association; (g) funding of reserves for future Common Expenses; (h) procurement and maintenance of all insurance; (i) employment of accountants, attorneys and other professionals, administration, and experts to represent or advise the Association; (j) operation, maintenance and replacement of the Stormwater Management System for the Property in accordance with the terms of this Declaration and the requirements of the District including, but not limited to, work within retention areas, drainage structures and drainage easements; (k) monitoring and maintenance of protected wetlands and associated reporting as may be required by the District; and (l) doing anything necessary, desirable, or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners. At all times, the Association, acting by and through the Board, shall, in addition to those general and specific powers elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific powers:

(a) Except as may be limited by the terms of the Governing Documents, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, insure, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) (i) which is, or upon its acquisition by the Association shall thereupon become, Common Area as defined in this Declaration, including the power to enter into any leases or other arrangements with appropriate governmental agencies necessary for the use of sovereignty lands associated with any of the Common Area, or (ii) the responsibility for which is delegated to the Association pursuant to the terms and provisions of this Declaration, and further including the power to direct, conduct, maintain or support activities within or upon the Property in order to limit or control access to said Common Area.

(b) To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of the Governing Documents.

(c) To establish, make, levy, impose, enforce and collect fines and temporarily suspend rights of use of Common Area against any Owner and Lot for any violation of the covenants, conditions and restrictions set forth in the Governing Documents or in the Rules and Regulations, all in accordance with the terms hereof and of the Association Act.

(d) To create, establish, maintain, and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation, and protection of all Common Area, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate.

(e) To sue and be sued and to defend any suits brought against it.

(f) Subject to any limitations set forth in the Governing Documents or imposed by the Association Act, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Governing Documents or the Association Act.

(g) To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and

discharge all or any part of its duties, obligations and responsibilities pursuant to the Governing Documents and the Association Act; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable: (i) for cause at any time upon not more than thirty (30) days written notice by the Association; and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of this Section 6.02.

(h) To provide equipment, facilities and personnel or to contract with an independent contractor or independent contractors, for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents, including, without limitation, internal security and protection services, garbage and trash pickup and disposal services, cable television/Internet services and street lighting services.

(i) To take such steps as may be necessary to enforce the provisions of the Governing Documents and the Rules and Regulations, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce said provisions including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Governing Documents.

(j) To encourage, cause, facilitate, assist and cooperate in the formation, establishment and operation of a Community Development District and/or MSBUs/MSTUs.

(k) To establish, undertake, and promote, from time to time, social activities or programs; educational programs; cultural, artistic and environmental programs; charter clubs and other similar services, activities or programs designed, intended, or implemented to further a sense of community among Owners and residents thereof. Nothing in this subsection shall ever be construed as a representation or promise by Declarant or the Association as to which, if any, of the foregoing may be established, undertaken, promoted, or (as applicable) continued by the Association from time to time.

### **Section 6.03. Determination of Annual Assessments.**

(a) Budgets and Reserve Fund Contribution. The Board shall annually prepare a budget that sets out the Association's annual operating expenses at buildout of the Development ("Budget"), which Budget must: (i) reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year; (ii) set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Declarant, or another person or entity; (iii) if adopted by the Board, include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible, including, but not limited to, the Common Area; and (iv) comply with FL. STAT. §720.303(6)(a) and (b), taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost to be incurred by the Association, and, if adopted by the Board, shall establish a reserve fund for such anticipated expenditures. In the event the Board establishes a reserve fund, the Board shall set the required reserve fund, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Budget, with respect both to amount and timing of Annual Assessments over the period of the Budget. The reserve funds required, if any, shall be fixed by the Board and included within and distributed with the Budget and any applicable notice of Annual Assessment. Any reserve funds established by the Board shall be held in an interest-bearing account or investments. The first Budget promulgated or adopted by the Declarant on behalf of the Association must designate therein the

components for which reserve accounts and funds may be used. Unless otherwise prohibited by the Association Act or applicable County ordinance, Declarant shall be exempt from the payment of reserves.

(b) Adoption of Operating Budget. The Association shall mail to each Member a copy of the Budget and projected Annual Assessments approved by the Board to be levied for the next Fiscal Year at least thirty (30) days prior to the end of the Association's current Fiscal Year. The Budget and Annual Assessments set forth therein shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed Budget and Annual Assessments are mailed to the Members. To be effective, the disapproval of the proposed Budget and Annual Assessments must be by a vote of two-thirds (2/3) of the membership of the Association, without regard to membership class. If the membership so disapproves the Budget for the succeeding year, or if the Board fails to propose a Budget or the Annual Assessments, then the Budget and Annual Assessments for the preceding year shall continue in effect until a new Budget with Annual Assessments is determined or adopted.

(c) Allocation of Annual Assessments Among Lots. The Budget and Annual Assessments of the Association shall be assessed against all Owners and Lots within the Property in an equal amount per Lot. At the discretion of the Board, the Annual Assessments for any year may be paid by Owners in monthly installments, due and payable on the first (1st) day of each month; in bi-annual installments, due and payable by the first (1st) day of January and July of each year; or in quarterly installments, due and payable by the first (1st) day of January, the first (1st) day of April, the first (1st) day of July, and the first (1st) day of October of each year. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder. Absent any such determination by the Board permitting payment in monthly, bi-annual, or quarterly installments, the Annual Assessment for any year shall be due and payable by January 1 of such year. Any Annual Assessment not paid by January 15, if payable in one lump sum, not paid by the fifteenth (15th) day of January and July, if allowed to be paid bi-annually, or paid by the fifteenth (15th) day of January, April, July, and October, if allowed to be paid quarterly, or on the fifth (5th) day of any month, if allowed to be paid monthly, shall be considered delinquent.

#### **Section 6.04. Special Assessments.**

(a) Special Assessments. In addition to Annual Assessments, and as may be consistent with FL. STAT. §720.315, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, maintenance, repair, replacement or insurance of any improvement on the Common Area, any Areas of Common Responsibility, or on any easement benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed necessary, desirable or appropriate by the Board (collectively, "Special Assessment(s)").

(b) Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and, if applicable, any Dwelling located thereon in order to cover any costs, expenses and fees whatsoever incurred by the Association due to (i) that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration or as otherwise established by the Board or the ARC, or (ii) to reimburse the Association for loss or damage to the Association or to any Common Area, Area of Common Responsibility or easement area benefiting the Association or the Property caused by that Owner or that Owner's lessee, sublessee, licensee, agent, contractor, subcontractor, invitee, domestic help or guest, and not covered by insurance maintained by the Association, or (iii) for any other purpose expressly permitted by this Declaration or permitted under



applicable Law, including any additional expenses attributable to the Association's maintenance of the landscaping or any associated pest control on that Lot (each assessment levied pursuant to (i), (ii), or (iii), above, an "Individual Assessment").

**Section 6.05. Start-Up Assessment; Initial Annual Assessment; Capital or Resale Assessment; Due Dates.**

(a) Annual Assessments on each Lot(s) in the Property shall commence upon the closing of each Lot in the Property to a bona fide third party purchaser (a "Third Party Purchaser"), or upon the occupancy of each Lot by a Third Party Purchaser, whichever is earlier.

(b) At the closing of the sale of each Lot in the Property to a Third Party Purchaser, said purchaser shall pay to the Association: (i) a one-time Start-Up Assessment in the amount of One Hundred and no/100 Dollars (\$100.00); and (ii) three months of Annual Assessment for the calendar year of closing. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association Fiscal Year for which they are imposed; but the Board, as provided above, may elect to collect Annual Assessments in monthly, quarterly or semi-annual installments. Annual Assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Notwithstanding the foregoing, the Start-Up Assessment shall be due from the first Third Party Purchaser that is not a Builder. After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of the same Lot shall not be required to pay said Start-Up Assessment. The funds derived from the Start-Up Assessments are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, the reduction of the Declarant's Deficit Funding, future and existing capital improvements, operating expenses, Common Expenses, support costs and start-up costs.

(c) The Annual Assessment for each Lot on any Additional Property shall commence upon the closing of the first sale by Declarant of any Lot in the Additional Property to a Third Party Purchaser, or upon the occupancy of the first Lot in the Additional Property by a Third Party Purchaser, whichever is earlier. The initial Annual Assessment for the Lots on any Additional Property shall be the same as the then current Annual Assessment for the remainder of the Property, or as otherwise set forth in the relevant Supplemental Declaration.

(d) On each subsequent conveyance of a Dwelling following the initial sale of such Dwelling to the first Third Party Purchaser thereof or to any party other than Declarant, the Association shall levy and impose on such Dwelling a capital assessment of Seven Hundred Fifty and no/100 Dollars (\$750.00) (the "Re-Sale Assessment"), which Re-Sale Assessment shall be shown on any estoppel certificate issued by or on behalf of the Association in connection with the conveyance of the Lot to said purchaser or grantee; shall be nonrefundable; shall be in addition to, and not in lieu of, the Assessments levied on the Lot; shall not be considered an advance payment of any portion of Assessments; and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property. The Association may use the Re-Sale Assessment for any of the purposes and services set forth in this Declaration, including the reduction of the Declarant's Deficit Funding. The Re-Sale Assessment shall not apply in instances of transfer of title of a Dwelling to (a) a co-Owner of the Dwelling; (b) the Owner's estate, surviving spouse or child upon the death of the Owner; (c) an entity owned by the grantor of title and/or the grantor's spouse; (d) to a Mortgagee or Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Prior to Turnover, Declarant may increase the Re-Sale Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Subsequent to Turnover, Association may increase the Re-Sale Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Neither Declarant nor

Association makes any representation or warranty that, at Turnover, any portion of these Re-Sale Assessment shall be in the accounts of the Association, as these monies may be used to offset Declarant's Deficit Funding.

**Section 6.06. Certificate.** Upon request, the Association, pursuant to FL. STAT. §720.30851, shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate, subject to the limitations and terms of FL. STAT. §720.30851, shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any Assessment therein stated to have been paid. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Unless sold or conveyed by or to Declarant, no Lot or parcel may be sold or conveyed unless an estoppel certificate pursuant to FL. STAT. §720.30851 is obtained and all amounts set forth therein are paid prior to the sale or conveyance.

**Section 6.07. Subordination.** Expressly subject to the Mortgagee's compliance with FL. STAT. §720.3085(2)(c) and said Mortgagee's payment of all unpaid Assessments resulting from said Mortgagee's compliance with, or failure to comply with, said statute, all Assessment Liens shall be subordinate to the lien of any Mortgage. Any Mortgagee which obtains title to a Lot by lawful foreclosure of a Mortgage or by lawful and proper voluntary conveyance by deed in lieu of such foreclosure, shall not be liable for the uncollected Assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title of the Lot by said Mortgagee. Such unpaid Assessment amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring Mortgagee, on a pro-rata basis. Any such transfer to a Mortgagee under this Section 6.07 or otherwise shall not relieve the transferor of personal responsibility for any prior Assessments nor the Lot from the lien for Assessments thereafter falling due.

**Section 6.08. Funding by Declarant.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE GOVERNING DOCUMENTS OR OTHERWISE: (A) DECLARANT DOES NOT AND IS NOT PROVIDING THE OWNERS OR MEMBERS A GUARANTEE OF THE LEVEL OF ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; (B) THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS OR MEMBERS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; AND (C) DECLARANT'S ELECTION FROM TIME TO TIME TO DEFICIT FUND IS NOT A GUARANTEE OF THE ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT. IN THE EVENT DECLARANT ELECTS FROM TIME TO TIME, IN ITS SOLE DISCRETION, TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS ("DEFICIT FUND"), DECLARANT SHALL SPECIFICALLY ELECT TO DEFICIT FUND AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2018). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2018), ARE NOT APPLICABLE TO DECLARANT OR THE CALCULATION OF THE DEFICIT FUNDING OBLIGATION OR OTHER AMOUNTS DUE FROM DECLARANT. AS OF THE EFFECTIVE DATE, UNTIL TURNOVER OCCURS OR DECLARANT NOTIFIES THE ASSOCIATION OTHERWISE, DECLARANT ELECTS TO DEFICIT FUND, THEREBY OBLIGATING ITSELF, PURSUANT TO SECTION 720.308(B) OF ASSOCIATION ACT, TO PAY ANY OPERATING EXPENSES INCURRED THAT EXCEED THE ASSESSMENTS RECEIVABLE FROM OTHER MEMBERS AND OTHER INCOME OF THE ASSOCIATION.

## ARTICLE VII

### ARCHITECTURAL CONTROL

**Section 7.01. Architectural Control; ARC.**

(a) All Lots and Dwellings in the Property are subject to architectural review in accordance with this Article VII and any planning, construction, development, or other architectural criteria, guidelines, procedures, rules or regulations (collectively, "Planning Criteria") as may be adopted and revised from time to time by the Architectural Review Committee (the "ARC"), which may also be referred to at times as the Architectural Review Board (the "ARB"). The Planning Criteria shall be written and made available to all Builders and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARC not inconsistent with this Declaration, the other Governing Documents or the Association Act. The Planning Criteria shall be, at the discretion of the Board, subject to the prior approval of the Board.

(b) No site work/development, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping (collectively, "Improvement(s)"), shall be commenced, constructed, erected, modified, changed, altered or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes (collectively, the "Plans"), have been approved in writing by the ARC. The Plans shall certify that same are in compliance with any applicable regulations and ordinances of the Local Government. All such improvements must further conform to the Planning Criteria and no Plans shall be approved by the ARC if they are not in conformity with same. All improvements, construction, changes, modifications and alterations shall also comply with all Laws. Until such time as any improvements, construction, changes, modifications and/or alterations have been submitted to and approved by the ARC, no Owner (and/or designee thereof) shall make application for a building permit from the applicable Governmental Authority. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires.

**Section 7.02. Membership of ARC.** Prior to Turnover, Declarant shall be entitled to appoint all members of the ARC. Thereafter, the membership of the ARC shall be determined by the Board. The ARC shall consist of no less than three (3) members, none of whom shall be required, prior to Turnover, to be Owners or occupants of the Property. The ARC shall always consist of an odd number of members. No member of the ARC shall be entitled to compensation for services performed, but the ARC may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARC (other than those appointed or designated by Declarant) may be removed by the Board of Directors at any time without cause. Members of the ARC appointed or designated by Declarant may only be removed by Declarant, which removal may be at any time without cause.

**Section 7.03. Approvals.** Decisions of the ARC shall be by majority action. Unless waived by the ARC, all Plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARC should determine that a proposed improvement, construction, modification or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Association and its Members, such improvement, construction, modification or alteration shall not be approved or made. Approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARC with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARC, will render the proposed improvement or alteration inharmonious with Declarant's general development plan or the Planning Criteria. Two (2) sets of Plans and specifications shall be submitted to



the ARC by the Owner prior to applying for a building permit from the applicable Governmental Authority. Submittals and re-submittals of Plans shall be approved or disapproved within thirty (30) days after receipt by the ARC. The ARC approval or disapproval shall be written and shall be accompanied by one (1) copy of the Plans to be returned to the Owner. Whenever the ARC disapproves Plans, the ARC shall specify the reason or reasons for such disapproval. The Planning Criteria are not the exclusive basis for decisions of the ARC and compliance with the Planning Criteria does not guarantee approval of any application. In the event an Owner modifies the landscaping as initially installed by the Declarant, such Owner shall be solely responsible for the maintenance of such modified landscaping.

**Section 7.04. Violations.** The work approved by the ARC must be performed strictly in accordance with the Plans as approved by the ARC. If after Plans have been approved, the improvements are altered, constructed, modified, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARC approval. After one (1) year from completion of any improvement, addition, modification or alteration, said improvement shall, in favor of purchasers in good faith and for value and Mortgagees, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARC shall appear in the Public Records or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with this Article VII.

**Section 7.05. Variances.** The ARC may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including, without limitation, restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable Laws. Such variances may only be granted when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARC from denying a variance in other similar or dissimilar circumstances.

**Section 7.06. Waiver of Liability.** None of Declarant, the ARC, the Directors or the Association, or any agent, employee or officer thereof, shall be liable to anyone submitting Plans for approval or to any Owner, occupant, tenant, subtenant, invitee, licensee or guest of the Property by reason of or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, reviewed, revised or approved in accordance with the requirements of the ARC, or for any structural or other defect in any work done according to or contrary to such Plans. Approval of Plans, or any other approvals, variances or consents by the ARC, are given solely to protect the aesthetics of the Property in the judgment of the ARC and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with all applicable Laws, nor shall ARC approval be deemed approval of any Plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant, tenant and subtenant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the Board, the ARC, the Declarant and the Association, and all of the foregoing's directors, officers, members, agents and employees from and for any loss, claim, liability, expenses, causes of action or damages connected with the aforesaid aspects of the Plans, improvements or alterations.

**Section 7.07. Enforcement.** Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARC. Should Declarant or the Association be required to enforce the provisions hereof

by legal action, the reasonable attorneys' and paralegals' fees and costs and expenses incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs, and expenses incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right, but not the obligation, to enter upon the Owner's Lot, make such corrections, alterations or modifications as are necessary, or remove anything in violation of the provisions hereof, the Rules and Regulations, or the Planning Criteria, and charge the costs and expenses thereof to the Owner as an Individual Assessment. Declarant, the Association the Board and the ARC and all of the foregoing's directors, officers, members, agents and employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence, intentional misconduct or intentional wrongdoing.

**Section 7.08. Exemption.** Declarant, before and after Turnover, shall be exempt from any Planning Criteria and the architectural control provisions of this Article VII. Declarant, before and after Turnover, shall be entitled to construct or install any new improvement, and to alter or change or modify any existing improvement, without submitting Plans to or obtaining the approval of the ARC.

**Section 7.09. No Waiver of Future Approvals.** The approval of the ARC of any proposals or Plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans, specifications, drawings or matters subsequently or additionally submitted for approval or consent.

## **ARTICLE VIII**

### **EXTERIOR MAINTENANCE**

**Section 8.01. Owner's Responsibility.**

(a) Each Owner shall keep and maintain that Owner's Lot, Dwelling and all buildings and other improvements and structures, including but not limited to any Retaining Walls, and landscaping (except as otherwise provided herein) located on that Owner's Lot in good repair and in a neat, orderly and attractive condition. The minimum (but not exclusive) standard for maintenance of improvements and structures shall be consistency with the approved Plans thereof and with the general appearance of the other Dwellings and improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness).

(b) The maintenance obligation of each Owner as to Dwelling, building, structure and improvements on the Owner's Lot shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owner's shall have their Dwellings (including the roof) and all external improvements such as driveways, sidewalks, decks, patios, and lanai floors, walls and screen professionally power washed as necessary, but no less than once every three (3) years.

(c) Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the Dwelling, building, structure and improvements on the Owner's Lot (with the same colors as initially approved or with another color or colors approved by the ARC), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards.

(d) Each Owner shall keep free of trash and debris, on a routine basis, the unpaved portion of any platted Street depicted on any Recorded Plat abutting the Owner's Lot.

(e) If an irrigation system capable of using reclaimed water for irrigation purposes is installed adjacent to or on a Lot, and reclaimed water shall be or become available, then in such events, the Association shall: (i) require the Owner of each such Lot to use the reclaimed water for irrigation purposes; and (ii) if applicable, charge the Owner of each Lot served by the reclaimed water system a fee for the use of such reclaimed water based on either, as determined by the Association, (A) a uniform rate applicable to all Owners evenly, or (B) the volume of reclaimed water used at each Lot.

(f) The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any Dwelling, building or structure or improvement located thereon in the event of default by any Owner in the duties hereby imposed under this Article VIII. Prior to performing such repair or maintenance, the Board must determine that there is need of repair or maintenance and whether such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any such repairs or maintenance, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs or maintenance. Upon the Owner's failure to commence timely and to diligently pursue the requested repairs or maintenance, the Association and its designated agents, employees, contractors and subcontractors shall have the right to enter in or upon the Lot and the exterior of any Dwelling, building or structure or improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but not limited to, paint; power wash; repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces; clean or resurface paved access ways and parking areas; trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements; and to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Board, the Association, and the foregoing's respective directors, officers, members, agents, employees, contractors and subcontractors shall have no liability to the Owner or any occupant, tenant, subtenant or guest or invitee for trespass, or damage, or injury to property or person as the result of actions taken pursuant this paragraph, unless caused by gross negligence, intentional misconduct, or intentional wrongdoing.

**Section 8.02. Assessment of Cost.** The cost of any work performed by or at the request of the Association pursuant to Section 8.01 hereof shall be assessed as an Individual Assessment against the Owner of the Lot upon which such work is done.

**Section 8.03. Access.** In order to perform the repairs or maintenance authorized by this Article VIII, the designated agents, employees, contractors and subcontractors of the Association may enter upon any Lot and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and legal holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time and on any day. No Owner may erect any structure or improvement that will deny or impede the Association's access to the exterior spigots and irrigation controls on that Lot.

**Section 8.04. Association's Responsibility.** The Association shall maintain and keep in good repair the Common Area, and as the Board deems appropriate, the Areas of Common Responsibility, and the wall, landscaping, lighting, irrigation, signage, drainage and other improvements from time to time located on either of the foregoing. Notwithstanding anything contained herein to the contrary, the Association shall have the right, but not the obligation, to repair or replace any Retaining Wall at any time and at the discretion of the Association, with such repair or replacement cost being borne by the

Association as a Common Expense unless the repair or replacement was necessitated due to the actions of an Owner, in which case the costs to repair or replace the Retaining Wall shall be levied as an Individual Assessment against such Owner.

Except as otherwise provided herein, the Association shall maintain the yard and landscaping of each Lot and shall be responsible for landscape pest control and irrigation, and the Owners shall be obligated to pay the service and maintenance costs for same as a Common Expense. Notwithstanding the foregoing, each Lot shall be individually metered for water, and each Owner shall be responsible for the payment of the utility charges associated with all water usage associated with that Lot, including but not limited to irrigation of the Lot's landscape. The Association has the right, but not the responsibility, to adjust irrigation control settings, including but not limited to date, time and duration of irrigation, as may be deemed necessary by the Association in order to maintain the yard and landscaping as provided herein. The Association shall bear responsibility for any maintenance obligations under any permits applicable to the Community. Notwithstanding the foregoing, in the event the Owner of a Lot fences a portion of said Owner's yard, the Association shall thereafter be relieved of the responsibility for maintenance of that portion of the yard which is so fenced. In no event shall the fencing of a portion of a Lot reduce the Assessment charged to that Lot.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN THE COMMUNITY MAY HAVE YARDS WHICH ARE LARGER OR SMALLER THAN OTHER LOTS WITHIN THE COMMUNITY. NOTWITHSTANDING THE FOREGOING AND EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS DECLARATION, ALL LOTS SHALL BE ASSESSED AN EQUAL AMOUNT FOR LANDSCAPING.

## ARTICLE IX

### RESTRICTIVE COVENANTS

Unless otherwise inconsistent with or in direct conflict with the approvals, requirements, or laws of any applicable Governmental Authority, in which case said approvals, requirements, and laws shall govern and control only to the extent necessary to resolve any such inconsistencies or conflicts, the Property shall at all times and forever be subject to and encumbered by the following covenants and restrictions, which covenants and restrictions shall bind each and every Member, Owner and Lot, and shall bind and run with the land:

**Section 9.01. Wells.** No individual well water supply system shall be permitted on any Lot without the prior written approval of the ARC.

**Section 9.02. Obnoxious or Offensive Activity.** No activity or use shall be allowed upon any Lot or the Property which is a source of annoyance, embarrassment, harassment or discomfort to Owners or their tenants, subtenants, guests 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, Dwelling, the Common Area or the Areas of Common Responsibility. The use of any Lot and the Property shall comply with all applicable Laws. Each Lot and the Property shall be used, enjoyed, held and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling: 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; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

**Section 9.03. Rules and Regulations.** Reasonable rules, regulations, policies, procedures and standards may be promulgated by the Board, as to the use and enjoyment of the Property (the "Rules") and such Rules shall be observed by the Owners, Members, tenants, subtenants, licensees, invitees, guests and occupants of all Lots. Such Rules may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers, loud music, loud vehicles or other nuisances; garbage and trash disposal; parking; traffic; state of repair of vehicles; tree removal; animals; game and play structures and devices; swimming pools; television and telecommunications devices and antennae; driveways; walkways; sight distances at intersections; garages; and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce Rules. Such Rules may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

**Section 9.04. Animals.** No animals of any kind, character, nature, or description shall be kept, raised, bred, or maintained on or upon any Lot; provided, however, that household, domesticated "Pets" (as that term is defined below), as allowed by the Local Government, may be kept on each Lot so long as they are not kept, raised, bred, or maintained thereon for any business or commercial purposes whatsoever. As used herein, the term "Pet(s)" shall mean and refer to birds, fish, dogs, cats, reptiles, insects, and all other non-human, non-plant living organisms that are generally and commonly recognized as household and domestic pets in the County, and shall expressly exclude livestock of domesticated or undomesticated animals, fowl, and poultry, e.g., horses, cows, pigs, donkeys, squirrels, etc. Exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.) are not considered Pets and are expressly prohibited on the Property, as are any breeds which are deemed "banned breeds" by the Local Government. Only a reasonable number of Pets, as determined by the Local Government, may be kept on a Lot at any one time. Pets shall be sheltered inside buildings/improvements. No separate or exterior building/improvement for Pets shall be permitted on the Property. All Pets must be kept in a fully fenced area or leashed when outside of a building/improvement and shall not be permitted to run loose. Invisible dog fences or barriers, if allowed at all within the Community, must first be approved by the ARC. No Pet shall be permitted to remain on the Property if it or they disturb the tranquility of the Property, the Community, the Association, or the other Owners or residents (e.g., excessive dog barking), if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are expressly excluded from the Property by the Board after notice and hearing. All owners of Pets are responsible for timely cleanup of Pet waste and the Board may elect to promulgate Rules and Regulations to enforce the same and other matters concerning Pets. Each Owner who determines to keep a Pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

**Section 9.05. Garbage and Trash; Recycling.**

(a) No garbage, trash, junk, refuse, rubbish, or waste materials shall be placed, kept, maintained, or stored on any Lot, except in covered containers and sealed sanitary containers of a type, size, color, and style which are required by the Local Municipality or pre-approved by the ARC. All such containers shall be kept inside Dwellings and screened from view from outside of the Lot, except when they are being transported and made available for collection. Containers transported and made available for collection shall not be placed at any Lot curb or outside any Dwelling earlier than 6:00 p.m. on the evening prior to the scheduled pickup, and must be retrieved and returned to storage inside the Dwelling by no later than 9:00 a.m. on the date after the pickup occurs. Garbage, trash, junk, refuse, rubbish, or waste materials, regardless of the type or cause, must be removed from the Lot by the Lot Owner and may not be permitted to stay or accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot. Notwithstanding anything to the contrary set forth above in this Section 9.05 if required by the Local Government in connection with the development of the Community, Declarant shall

establish, on Common Area or otherwise, a centralized garbage collection and recycling facility (collectively, "Garbage Facility") at or near the main entrance of the Community, all in accordance with the Local Government requirements regarding establishment of the Garbage Facility. After Declarant establishes and constructs the same, the administration, regulation, care, maintenance, repair, restoration, replacement, insuring, preservation and protection of the Garbage Facility, regardless of whether or not the same is located on Common Area, shall be done by the Association at Common Expense, all in accordance with the Local Government's requirements regarding same. Rules and Regulations may be promulgated from time to time regarding the use of the Garbage Facility.

(b) The Board may establish a recycling program and recycling center within the Community and in such event, all occupants of Dwellings shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

**Section 9.06. Storage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an approved accessory building or structure, within a screened area, and they shall otherwise comply with Rules and Regulations established from time to time and applicable Law.

**Section 9.07. Vehicles.**

(a) Unless express prior written approval is given by the Board, in the Board's sole and absolute discretion, no commercial vehicle (including, but not limited to, any vehicle operated for the transportation of persons or property in the furtherance of any business, commercial, manufacturing, or industrial enterprise, for-hire, not-for-hire, or otherwise), recreational vehicle (including, but not limited to, personal water craft, all-terrain vehicles, and two-wheeled dirt bike motorcycles), camper, mobile home, motor home, boat, house trailer, boat trailer, or trailer of any other kind or description (collectively, "Prohibited Vehicle(s)"), shall be permitted to be parked or to be stored at any place on the Property, unless Declarant designates specifically certain spaces for some or all of the above, in which case Declarant or the Association may change for the use of such spaces. The Board may, but is not required to, allow boats or other recreational vehicles or Prohibited Vehicles to be parked on a Lot behind an ARC-approved fence or wall which totally screens said boat or other recreational vehicle or Prohibited Vehicle from the view of all Streets and adjacent Dwellings. Provision for temporary visitation of Prohibited Vehicles may be established by the Board. The foregoing prohibition of parking shall not apply to temporary parking of commercial Prohibited Vehicles, such as for pick-up and delivery and other bona fide temporary commercial services being delivered or provided to a Lot or Dwelling, nor to Prohibited Vehicles which are stored within a Dwelling's closed garage, nor to any Prohibited Vehicles of Declarant or its affiliates or any Builder or building contractor designated by Declarant in writing from time to time. Marked or unmarked police cars and other municipal vehicles are specifically excluded from the definition of Prohibited Vehicles. The Board shall grant a variance from the restrictions of this Section as may be necessary to provide a reasonable accommodation as defined by the Department of Housing and Urban Development and the U.S. Department of Justice.

(b) No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless permanently in a garage) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered.



(c) All vehicles must be parked on surfaces designed for vehicle parking (e.g. parking areas or lots and driveways) and shall not in any event be parked on individual lawns or the grass of any Common Areas. Vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, sidewalks or pedestrian or bicycle paths. No vehicles may be parked overnight on any Street unless in a designated parking area.

(d) No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for (i) emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility; or (ii) repairs completed within the garage (in which case no garage doors shall be left open overnight or at any other time when the subject vehicle is not actually being worked on or repaired).

(e) Inoperable vehicles (e.g. missing major components such as engines and/or transmissions, one or more flat tires, etc.), or derelict vehicles (e.g. broken glass, severely damaged body panels, unpainted body panels, etc.) must be fully enclosed within a closed garage at all times, and in any case may not be parked in plain view.

(f) As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules and Regulations, may be towed by the Association at the sole cost and expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

**Section 9.08. Visibility of Intersections.** No obstruction to visibility at Street intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants, subtenants, licensees and invitees, for any damages, injuries or deaths arising from any violation of this Section 9.08.

**Section 9.09. Temporary Structures.** No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARC, and except for temporary improvements used solely in connection with the construction of ARC approved permanent improvements and removed immediately upon completion of such ARC approved permanent improvement. Neither Declarant nor any Builders 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 the same are in compliance with all applicable Laws, and further provided that any such Builder first obtains Declarant's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted, conditioned or denied by Declarant in Declarant's sole and absolute discretion.

**Section 9.10. Signs.** No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot (including within any window) without the prior written approval of the ARC. Notwithstanding the foregoing, the following shall be permitted without prior approval of the ARC: (i) street number and name signs; and (ii) one (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4" by 4" post, and of not more than eight (8) square feet of surface area per side (2 sides maximum), containing no handwriting whatsoever, and used solely in connection with the marketing of



the affected Lot for sale or lease. Wire-stake signs, commonly known as "H-Frame" or "U-Frame" signs, are expressly prohibited. The ARC shall have the right to establish guidelines so as to require a uniform standard for signs in the subdivision. Additionally, an Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Dwelling. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this Section 9.10. This Section 9.10 shall not apply to Declarant or to any Builder doing business in the Property provided that any such Builder first obtains Declarant's written approval of any such signs structures or materials prior to installing same, such approval to be granted, conditioned or denied by Declarant in Declarant's sole and absolute discretion.

**Section 9.11. Air Conditioning Equipment.** No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARC, which approval may be based on the aesthetics or adequacy of screening of such equipment. Window and wall air conditioning units are prohibited on the Property.

**Section 9.12. Exterior Electronic or Electric Devices; Solar Panels.**

(a) No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of one meter in diameter shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. The location of any approved satellite dish must be approved by the ARC, which may require appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

(b) No solar heating equipment, panels, collectors, or devices ("Solar Equipment") is permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Section 163.04 of the Florida Statutes. Notwithstanding such protection, for aesthetic purposes, and to the maximum extent permitted by Section 163.04 of the Florida Statutes, the location, type, and design of all Solar Equipment must be approved by the ARC prior to installation and use of same, which approval, if granted, may require landscape or other screening, in the ARC's determination and reasonable discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the ARC prior to installation and approval and will be granted only if: (i) such Solar Equipment is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from all Streets and adjacent Lots); and (ii) the Solar Equipment complies to the maximum extent feasible with the ARC's requirements and the Planning Criteria. Without limiting, and in addition to the foregoing, Declarant or the ARC may determine the specific location where solar collectors may be installed on the roof of any Dwelling or building within an orientation to the south or within forty five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

**Section 9.13. Subdivision.** No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter, by the Board.

**Section 9.14. Completion.** Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end so that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the Streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

**Section 9.15. Excavation.** No clearing or excavation shall be made except incident to construction, maintenance or repair of an ARC approved improvement (or by Declarant, by a Builder, or in connection with development of the Property) and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved Plans and the Permit.

**Section 9.16. Sidewalks.** If required by the Local Government, the Owner of each Lot shall construct, prior to occupancy of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted Street shown on any Recorded Plats.

**Section 9.17. Fences and Walls.** Except for fences and walls constructed by Declarant or a Builder, there shall be no fence or wall permitted on any Lot unless it has been approved by the ARC as to size, material, color, location, etc. Landscape buffers may be required by the ARC on the outside of any fences and walls. All fences must be of a material approved by the ARC and must be installed with the posts and supports on the inside. If the Owner of a Lot fails to timely remove any unauthorized or unapproved fence or portion thereof, the Declarant may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of. Notwithstanding anything herein to the contrary, so long as Declarant or any Builders designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such permitted use.

**Section 9.18. Yard Accessories and Play Structures.**

(a) No yard accessories and play structures, including basketball hoops or backboards and any other fixed games, are permitted without approval of the ARC. Temporary basketball structures are allowed provided that they (i) must be well-maintained; (ii) backboards must be transparent or white, NBA approved, with a limit of two colors of trim; and (iii) nets are limited to white nylon. Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be seen from the Streets or neighboring Lots. The time of play of basketball may be limited by the Board or the ARC to reasonable daylight hours.

(b) Tree houses are prohibited within the Community.

(c) The ARC may regulate the size and number (which could be zero) of permitted decorative statues or figures, birdbaths, bird houses, lawn ornaments and other yard art.

**Section 9.19. Use; Rentals; Timesharing.**

(a) Lots shall be used for single family residential purposes only. No trade, business, profession, occupation or other commercial activity or use shall be conducted on any Lot or within any Dwelling, provided, however, that an Owner or lawful Tenant of a completed Dwelling may use a single room within the Dwelling as an office for conducting business as long as the business: (I) does not involve or require regular visitation of the Lot or dwelling by clients, customers, suppliers, service providers, or other business invitees, or door-to-door solicitation within the Community; (II) does not include the manufacture or distribution of any products or goods in the Dwelling or on or from the Community; (iii) is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (iv) complies with applicable land use and zoning requirements; (v) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined from time to time in the Board's sole discretion; and (v) is not a daycare facility, child care facility, or assisted living/hospice facility. No signs shall be placed on any Dwelling or Lot which identifies the Dwelling or Lot as a place of business. For

purposes of this section, “(B)usiness” shall have its ordinary, customary, generally accepted meaning and shall include, without limitation, any occupation, work, trade, or activity undertaken from time to time or on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of monetary or non-monetary consideration, regardless of whether: (A) such activity is engaged in full or part-time; (B) such activity is intended to or does generate a profit; or (C) a license is required. This section shall not apply to restrict Declarant's or Declarant's affiliates' activities or those a Builder, nor shall it restrict the activities of persons or entities Declarant approves with respect to the development and marketing/sale of property within the Community. This section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities. Leasing a Dwelling is not a “business” within the meaning of this section. Temporary uses of Lots by Declarant and its affiliates or assigns (including Builders as may be designated by Declarant from time to time) for model homes, sales displays, parking lots, sales offices, and other offices or uses, or any one or combination of the foregoing, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings or structures erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of Declarant and the ARC as provided herein.

(b) Owners shall be permitted to lease their Dwelling, provided that such lease shall require the tenant thereunder to comply with the Governing Documents and the terms and conditions of the Rules and Regulations. “Short-Term Rentals” (as that term is defined below) of Dwellings are prohibited. For purposes of this Declaration, the term “Short-Term Rentals” shall mean and refer to the leasing or rental of any Dwelling or Lot to a person or entity for a period of less than seven (7) consecutive months. Should an Owner enter into a lease or rental agreement, and said lease or rental agreement shall terminate or expire earlier than stated therein, then Owner may only enter into one more lease or rental agreement in the calendar year in which the previous lease or rental agreement terminated or expired. The subleasing or sub-renting of a Dwelling is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. From time to time, the Association may request a copy of any lease or rental agreement for the Association's records. Dwellings shall be leased in their entirety, and no individual rooms may be leased.

(c) No time sharing plan (as defined in Chapter 721, Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Dwellings shall be permitted. De facto timesharing of a Dwelling shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Dwelling by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Dwelling into different periods for use during the year.

**Section 9.20. Pools.** Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side Street lot line. Swimming pools, spas, hot tubs, decks, screens, screen enclosures, lanais, etc. (collectively, “Pool Improvements”), shall be designed to be compatible and “tie in” with the architecture and material of the subject Dwelling. Screen enclosures and lanais shall be a maximum of one (1) story in height (unless building architecture, as determined by the ARC, requires two (2) stories in height). Tree protection barricades shall remain throughout construction of all Pool Improvements. All swimming pools shall be constructed and built at existing grade unless otherwise expressly approved by the ARC. All Pool Improvements construction shall, at all times, be in accordance with all applicable laws. In no event shall any above-ground swimming pool be permitted within the Community. All swimming pool materials, equipment, and play toys stored on any Lot shall be screened from view from outside the Lot. Swimming pool security fencing and screen enclosures shall be installed subject to applicable hurricane standards within the Florida Building Code or other applicable

jurisdictional codes. No Pool Improvements may be constructed, erected, or maintained upon any Residential Property without the prior written approval of the ARC.

**Section 9.21. Dwellings.**

(a) No Dwelling shall contain less than One Thousand Four Hundred (1,400) square feet of air conditioned area under roof, exclusive of screened area, open porches, terraces, patios and the garage.

(b) Each Dwelling shall have an attached fully enclosed garage capable of housing not less than two (2) standard sized automobiles, which shall not be enclosed for use as a living area.

(c) Setbacks for Dwellings shall be as permitted by the Local Government.

(d) No Dwelling shall exceed two (2) stories in height.

(e) Except as permitted pursuant to Section 9.12 hereof or by the ARC, no projections of any type other than chimneys, skylights and vent stacks shall be placed or permitted to remain above any roof of any Dwelling.

(f) No Dwelling shall have exposed structural block on its front elevation.

(g) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARC.

(h) Except as may otherwise be provided herein (if at all) with regard to central air conditioning compressor units, all oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lot.

(i) Unless installed by Declarant or the Association, the following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC which is white in color; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link.

**Section 9.22. Tree Removal and Landscaping.** Except if done by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARC; provided, however, if approved by the ARC, trees located within six feet (6') of the location of the Dwelling may be removed, regardless of size, without prior approval of the ARC. More restrictive arbor ordinances or environmental Laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARC has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns using St. Augustine Grass (i.e., *Stenotaphrum Secundatum* "Floratum" or a similar variety) except in approved landscape or retained natural areas, or as otherwise installed by Declarant or permitted by the ARC. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas within the Lot shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by Law, natural areas shall be finished by removal of underbrush and addition of mulch. Notwithstanding anything contained herein to the contrary and unless done so by Declarant, prior to Turnover no tree, regardless of size, shall be removed without prior written consent of the ARC.

**Section 9.23. Debris.** Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion any Lot.

**Section 9.24. Pumping or Draining; Drilling or Mining.** The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom, or by placing fill dirt or any other material or debris in said body of water. No Owner of any Lot may drill or mine for, or otherwise extract or attempt to extract, minerals, oil, gas, or any other natural resources or geological materials from the subsurface of said Owner's Lot or from any other portion of the Property.

**Section 9.25. Ramps.** No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side Street.

**Section 9.26. Firearms.** The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types and sizes. Each Owner who determines to keep a firearm on or about the Property hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having a firearm on the Property.

**Section 9.27. Declarant Reservation.** Any provision of this Declaration to the contrary notwithstanding, until Declarant and its successor and assigns has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with, or allow the interference with, the completion of Declarant's planned improvements and the sale of the Lots. Declarant and Builders may make such lawful use of the unsold Lots and the Common Area, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

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

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

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

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

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

(f) Recording Supplemental Declarations which modify or amend this Declaration, which add or withdraw Additional Property, or that otherwise allow or permit Declarant to effect any action which may be required of Declarant by the Local Government or any other Governmental Authority or quasi-governmental agency in connection with the development and continuing operation of the Property; or

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

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

**Section 9.28. Conservation Tracts.** If any conservation tract is specifically designated as such on any Recorded Plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable Governmental Authorities and the ARC, there shall be no further clearing, construction, grading or alteration of such tracts. Any portion of the Property which is designated on any Recorded Plat as "open space" shall not be developed in the future with any Dwellings or improvements and shall remain open space in perpetuity.

**Section 9.29. Mailboxes.**

(a) Community mailboxes may be provided by the United States Postal Service ("USPS") and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service-approved mailbox, the color, style and design of which shall be subject to approval by the ARC. All individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

(b) Notwithstanding the foregoing, in connection with the development of the Community, should: (a) the USPS require the use of cluster box units approved by the USPS ("CBUs") for the purpose of centralized mail delivery by the USPS ("Centralized Mail Delivery") to the Community or any part, section, or phase thereof; (b) any other Governmental Authority requires the use of CBUs for Centralized Mail Delivery to the Community or any part, section, or phase thereof; or (c) Declarant, in its sole discretion, desires to develop the Community or any part, section, or phase thereof with CBUs for Centralized Mail Delivery, then the Community or the applicable part, section, or phase thereof shall be developed with concrete slabs on, as applicable, Common Area or Limited Common Area to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense or Limited Common Area Expense, shall be responsible for the routine maintenance, repair, and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules,



policies, and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel compartments contained therein. Each Owner and Member acknowledges and agrees that if at any time their Lot is or becomes serviced by CBUs, all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

**Section 9.30. Windows.** No security bar system may be installed or placed on any window or door of any Dwelling in the Property. Window treatments within any Dwelling constructed on a Lot shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding twenty-one (21) days after an Owner or tenant first moves into a Dwelling or while permanent window treatments are being installed, cleaned, or repaired. All window coverings shall be professionally made, uniform in appearance, and generally keeping with the exterior scheme of the Unit. No awnings, canopies or shutters shall be affixed to the exterior of a Dwelling on a Lot without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows on any Dwelling on a Lot shall be permitted unless approved by the ARC. Window treatments on any Dwelling facing the street shall be of a neutral color, such as white, off-white or wood tones.

**Section 9.31. Outdoor Drying.** No clothing, laundry or wash shall be aired or dried outside of any building structure on any Lot, unless such clothing, laundry, wash and drying apparatus are fully screened from view from adjacent property and streets by fencing or landscaping. Such clothing, laundry, or wash shall not be placed outside before sunrise and shall be removed from the exterior of the Lot by sunset each day.

**Section 9.32. Use of Name "Storey Creek".** No Owner shall use the name(s) "Storey Creek" or any logo associated with such name(s) and used by Declarant in connection with the Property, or any derivative of such name or logo, in any printed or promotional material or in any activity, without Declarant's prior written consent. Declarant may, however, use such names and logos with respect to any property or other development activities of Declarant, without the consent of any party, including any Owner.

**Section 9.33. Garages.** Garages are intended primarily for parking and vehicle storage. No garages may ever be converted to or otherwise used as: living space/quarters such as, but not limited to, family rooms, bedrooms, bonus rooms, recreational (rec) rooms, or secondary/mother-in-law suites; office space; or a workshop. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Vehicles parked in the driveway shall be parked such that they are not blocking the sidewalk.

**Section 9.34. Flags.** Display of flags is permitted on Lots only as and to the extent expressly permitted pursuant to this Section 9.34 and the Planning Criteria as may be amended from time to time, though in no event shall any guideline or restriction conflict with the provisions of Section 720.304(2)(b), Florida Statutes (2018). Each Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which flag represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Each Lot Owner may erect a single freestanding flagpole no more than 20 feet high on any portion of the said Owner's Lot ("Flagpole"), provided the Flagpole does not obstruct sightlines at intersections and is not erected within or upon any easement area established, granted, or reserved pursuant to this Declaration or otherwise. Each Lot Owner may further display in a respectful manner from the Flagpole, one official United States flag, not larger than 4.5 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United



States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag, must be equal in size to or smaller than the United States flag. In addition to the foregoing, each Lot Owner may display either one (1) 2-sided decorative house flag or banner, or one (1) 2-sided decorative garden flag or banner, not larger than 29" wide x 44" long. Any such decorative flag or banner may only be displayed via a standard decorative neutral color flag pole or stand; must be professionally made of nylon, denier polyester, or similar material; must be in good condition, good taste, and not unsightly; unless installed by Declarant or approved in advance by Declarant, may not be used in connection with, as applicable, the advertising, advocating, promotion, marketing, sale, or leasing of the Property, the Community, any Lot, Dwelling, Member, Owner, Builder, product, good, service, business, real or personal property, or political party, candidate, or cause; and may not directly or indirectly, in anyway whatsoever, defame or cast negative light on or upon the Declarant, the Association, any Builder, the Community, the Property, any Lot, Dwelling, Member, Owner, product, good, service, business, real or personal property, or political party, candidate, or cause. Any holiday (e.g., Thanksgiving, Christmas, etc.) or seasonal (e.g., Spring) decorative flags and banners shall be subject to any Rules and Regulations regarding the time periods during which such flags and banners may be displayed. The Flagpole and aforementioned displays are subject at all times to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the County, and to all setback and locational criteria set forth in the Governing Documents.

**Section 9.35. Holiday Decorations.** The Board may, from time to time, as necessary, adopt reasonable size, location, time, place, manner, and other Rules and Regulations with respect to holiday symbols and decorations inside Dwellings or on Lots generally, which Rules and Regulations may include, but shall not be limited to, establishing schedules and time periods during which such displays are allowed. For example, a Rule and Regulation may provide that Christmas displays may not be erected or permitted on any Lot, or to be visible outside any Dwelling, prior to Thanksgiving in the year that the subject Christmas occurs, and must be removed no later than the end of the second week of January of the next calendar year.

**Section 9.36. Approved Builders.** All development, construction, and reconstruction of any Dwelling or other improvements on or about a Lot shall be performed by a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARC (after Turnover).

**Section 9.37. Solicitation.** No soliciting shall be allowed at any time within the Property. Owners should notify the Association if a solicitor appears, and appropriate action may be taken by the Board.

**Section 9.38. Yard Sales.** The Board, in its sole and absolute discretion, may designate up to two (2) dates or weekends during each calendar year to hold and promote community-wide yard and/or garage sales. No other yard or garage sales shall ever be permitted to be held at any time within the Community by Owners or residents thereof.

**Section 9.39. Exterior Lighting.** Except as may be installed initially by Declarant, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any Common Area, or any part thereof without the prior written approval of the ARC and in accordance with the Planning Criteria and the Rules and Regulations. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

**Section 9.40. Traffic Hazards.** Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of Improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the Streets or intersections of the Community.

**Section 9.41. Hurricane Shutters.** Any hurricane shutters or other protective devices visible from the outside of a Dwelling (collectively, "Hurricane Shutters") shall be of a type approved in writing by the ARC. Unless applicable law otherwise expressly permits the permanent affixing of same, Hurricane Shutters may only be used on a temporary basis, and shall not be stored on the exterior of any Residence. Any approval by the ARC shall not be deemed as an endorsement of the effectiveness of any Hurricane Shutters. Hurricane Shutters may not be left closed for any extended period beyond the time needed to protect the Dwelling from damage caused by a hurricane, tropical storm, or other high winds event (collectively, "Storm Event"). Any approved Hurricane Shutters may be installed or closed up five (5) days prior to the expected arrival of a Storm Event, and must be removed or opened within five (5) days after the end or passing of the Storm Event or as the Board may determine otherwise. Except as the Board may otherwise decide, Hurricane Shutters may not be closed at any time other than a Storm Event. A Lot Owner or occupant who plans to be absent during all or any portion of a hurricane season, i.e., June 1st through November 30th ("Hurricane Season") must prepare their Dwelling prior to their departure by designating a responsible firm or individual to care for their Dwelling should a Storm Event threaten or damage the Dwelling. Said Lot Owner or occupant must furnish the Association with the names of such firm or individual prior to any Storm Event.

**Section 9.42. Variances.** Declarant and the Board shall have the right and power to grant variances from the provisions of this Article IX and from the Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.

## **ARTICLE X**

### **STORMWATER MANAGEMENT**

**Section 10.01. Association.** Unless transferred to the CDD as otherwise provided herein, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the District.

(a) Pursuant to Fl. Stat. §617.0302(11), the Association, as a corporation not for profit organized under Chapter 617 of the Florida statutes, has the power to sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.

(b) Pursuant to Fl. Stat. §617.0302(2), the Association, as a corporation not for profit organized under Chapter 617 of the Florida statutes, has the power to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

(c) At Common Expense, the Association shall have the authority at all times to contract for services to provide for operation and maintenance services concerning the Common

Areas, the Stormwater or Surface Water Management System, any Association property, and the Association generally.

(d) The Association shall operate, maintain, and manage the Stormwater Management System(s) in a manner consistent with the requirements of the Permit and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

(e) The Association shall levy and collect adequate Assessments (e.g., Annual Assessments and Special Assessments) against Members of the Association for the cost of maintenance, operation, and replacement of the Stormwater Management System. The Assessments shall be used for the maintenance and repair of the Stormwater Management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

(f) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the District prior to such termination, dissolution or liquidation.

(g) Existence of the Association shall commence with the filing the Articles with the Secretary of State, Tallahassee, Florida, and the Association shall thereafter exist in perpetuity. However, if the Association is dissolved, the Stormwater Management System, any property containing the Stormwater Management System, and all water management portions of Common Areas, shall be conveyed to an entity meeting the requirements of subsection (c) directly above.

(h) As provided elsewhere herein, this Declaration shall run with and bind and benefit the Property for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years, unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is Recorded in the Public Records.

(i) A "Recorded Notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be Recorded in the Public Records. If Rules are promulgated a copy of the Permit shall be attached to said Rules as an exhibit. The Registered Agent for the Association will maintain a copy of the Permit and copies of all further permitting actions for the benefit of the Association.

**Section 10.02. Ownership/Control, Maintenance, and General Use of Stormwater Management System.**

(a) Unless and until owned by the CDD as contemplated herein, Association owns the Stormwater Management System. The Stormwater Management System is located on land that is designated as Common Area, is located on land that is owned by the Association, or is located on land that is subject to a perpetual easement in favor of the Association and its successors such that the Association has the perpetual right to operate and maintain the Stormwater Management System.

(b) The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. It is the responsibility of the Association to operate and maintain the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage,

conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the District. If monitoring and/or maintenance of wetland mitigation areas are required by the Permit, the Association, at Common Expense, shall be perpetually responsible for carrying out said monitoring and/or maintenance to complete any necessary or required tasks successfully, including meeting all conditions associated with said wetland mitigation, maintenance, and monitoring.

(c) To the extent not included in the areas required to be maintained by the Association, each Owner shall, at that Owner's expense, grass over, provide routine landscape maintenance, mow and keep free of trash and debris, on a routine basis, those portions of the Stormwater Management System located on or within that Owner's Lot (whether or not included in a platted drainage easement depicted on any Recorded Plat), failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. Each Owner shall be responsible for the "Maintenance, Operation and Repair" (as that term is defined below) of the swales, if any, on the Owner's Lot, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. The term "Maintenance, Operation and Repair", as used in this Declaration, shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted or required by the Permit or the District. Filling, excavation, or construction of fences, or the existence of anything else that interferes with drainage or otherwise obstructs the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former and proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located, failing which the Association shall perform the required repair and may levy an Individual Assessment to cover the costs thereof.

(d) Unless first approved by the ARC and the District, no Owner, including Declarant, may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on, or across any Lot, Common Area or any easement area, including any modification to any shoreline or waterfront area on or abutting a Lot; 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.

(e) It shall be the responsibility of each Owner, at the time of construction of the Dwelling or any other structure or building on that Owner's Lot, to comply with the approved construction plans for the Stormwater Management System on file with the District.

(f) Fences may only be permitted within drainage easements on an Owner's Lot so long as the fence does not block or impede the flow of water through the drainage easement area. With regard to any fences permitted within drainage easements pursuant to the terms hereof, the Owner of the subject Lot shall be responsible for removal/replacement of the fence or any portion thereof if removal of same is required in connection with any maintenance, repair, construction, or installations concerning the drainage easement area or the Stormwater Management System. Notwithstanding the foregoing, if the Owner of the subject Lot fails to timely remove any such fence or portion thereof, the Declarant, the Association, and any Governmental Authority (including, but not limited to, the District) may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of, and without the party removing the fence or any portion thereof being required to thereafter reinstall or replace said fence or portion thereof.

(g) ALL OWNERS ARE HEREBY ADVISED THAT A PERMIT FROM THE DISTRICT WILL BE REQUIRED IF ANY OF THE FOLLOWING ITEMS ARE PROPOSED: (I) ANY ALTERATION TO THE STORMWATER MANAGEMENT SYSTEM; OR (II) ENCROACHMENT INTO THE WETLANDS, WETLAND BUFFERS, OR ADJACENT OFF-SITE PROPERTY LINE BUFFERS.

**Section 10.03. Easements for Access and Drainage.**

(a) The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access thereto and to operate, maintain or repair the system. By virtue of said easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the Permit, subject to any maintenance responsibilities assumed by any Governmental Authorities. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association and the District.

(b) Each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment to drain across the Stormwater Management System in accordance with the Permit, District rules, and the Rules and Regulations.

**Section 10.04. Amendment to Declaration.** Any Amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District. Any proposed Amendment to this Declaration affecting the Stormwater Management System (including environmental conservation areas and the water management portions of the Common Areas) shall be submitted to the District for a determination of whether the Amendment necessitates a modification of the Permit. If a modification is necessary, the District will so advise the Permit's permittee. The Amendment affecting the Stormwater Management System may not be finalized until any necessary Permit modification is approved by the District or the Association is advised that a modification is not necessary.

**Section 10.05. Enforcement.** The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

**ARTICLE XI**

**ADDITIONAL COVENANTS AND RESTRICTIONS**

No Owner may impose any additional covenants, conditions or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter, without the prior written approval of the Board.

## ARTICLE XII

### AMENDMENT

#### **Section 12.01. Amendment by Members**

(a) Amendment by Written Instrument. This Declaration may be amended (an "Amendment") at any time by the holders of a simple majority of the votes in the Association (without regard to membership class). Upon approval of an Amendment in accordance with the preceding sentence, the Board shall direct the appropriate Officer, agent or employee of the Association to have a written instrument prepared in recordable form which instrument shall set forth the text of the approved Amendment, and which Amendment shall also comply with all requirements of the Association Act. Upon execution of the Amendment by the holders of at least a simple majority of the votes in the Association (without regard to membership class), the Board shall direct the appropriate Officer, agent or employee of the Association to Record the Amendment in the Public Records. The Amendment will be deemed effective upon Recording.

(b) Amendment by Vote at a Duly-Authorized Meeting. An Amendment may be proposed by Declarant (before or after Turnover), the Association, or after Turnover, through a petition signed by ten percent (10%) of the Owners. If a proposed Amendment is to be adopted by a vote, a written copy of the proposed Amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to a duly-authorized meeting called to discuss the proposed Amendment. To pass, the proposed Amendment shall be approved upon the affirmative vote of at least a simple majority of the membership casting votes (either in person or by proxy) (as governed by Section 12.01(a) herein) at a meeting duly called to consider the proposed Amendment. Upon the approval of an Amendment pursuant to this Section 12.01(b), the President and Secretary shall execute a written instrument in recordable form which shall set forth the text of the Amendment, the effective date of the Amendment, the date of the meeting of the Association at which such Amendment was adopted, the date that notice of such meeting was given, the total number of votes cast at the meeting (either in person or by proxy), the total number of votes necessary to adopt the Amendment, the total number of votes cast for the Amendment, and the total number of votes cast against the Amendment. The written Amendment executed by the President and Secretary shall be Recorded in the Public Records. The Amendment will be deemed effective upon Recording.

(c) Amendment by Declarant. Until such time as Turnover occurs, Declarant specifically reserves the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, restate, or cancel all or any portion of this Declaration (or any of the other Governing Documents) or the restrictive covenants contained in this Declaration (or in any of the other Governing Documents); provided, however, that to be valid and enforceable, any such amendment by Declarant may not be arbitrary, capricious, or in bad faith; destroy the general plan of development of the community; prejudice the rights of existing Non-Declarant Members to use and enjoy the benefits of Common Area; or materially shift economic burdens from the Declarant to the existing Non-Declarant Members. Following Declarant's relinquishment of control of the Association, this Declaration may only be amended pursuant to the provisions of such Section 12.01(a) and Section 12.01(b) hereof.

**Section 12.02. Restrictions on Amendments** Notwithstanding anything to the contrary contained in Section 12.01 hereof, no Amendment to this Declaration may: (i) remove, revoke, or modify any right or privilege of Declarant without the prior express written consent of Declarant or the assignee of any such right or privilege which consent may be granted, conditioned or denied in such party's absolute and sole discretion; (ii) impair the validity or priority of the lien of any Mortgage or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees; (iii) to the



extent that any provision of the Declaration has been included to satisfy a condition of approval of a planned development, preliminary subdivision plan, development order or a subdivision plat of the property, such provision shall not be changed, amended, modified or otherwise deleted or eliminated without the prior written consent of the applicable Governmental Authority; (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Area; or (v) change, amend, modify, eliminate or delete the restrictions contained in this Section 12.02. Additionally, any proposed Amendment which would have the effect of materially altering the general plan of development for the Development or which would materially prejudice the Owners' rights to use and enjoy the benefits of the Common Area, shall require the unanimous written consent of all Owners. No Amendment shall be permitted that would violate the Association Act.

### **ARTICLE XIII**

#### **HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS**

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA) or the U.S. Department of Veterans Affairs (VA), or any successor department or agency of any of the foregoing, requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, dedication to the public of any Common Area, any Amendment, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured, guaranteed, or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, Amendment or dissolution, then the required consent or approval shall be obtained.

### **ARTICLE XIV**

#### **DURATION AND TERMINATION**

This Declaration shall run with and bind and benefit the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is Recorded in the Public Records.

### **ARTICLE XV**

#### **ENFORCEMENT**

**Section 15.01. Compliance by Owners.** Every Owner and all guests, tenants, subtenants, occupants, licensees, and guests and invitees of any Member, shall comply with the restrictions and covenants set forth in this Declaration and any and all Rules and Regulations which from time to time may be adopted.

**Section 15.02. Enforcement.** Failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with the restrictions and covenants set forth in this Declaration or the Rules and Regulations applicable to the Owner, the Lot, the Dwelling or the Property,



shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs and expenses of enforcement, including, but not limited to, attorneys' and paralegals' fees actually incurred and court costs, fees and expenses. If any person shall violate or attempt or threaten to violate the provisions of this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting or threatening to violate the provisions of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted or threatened violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity to address or prevent the violation or attempted or threatened violation of this Declaration. In addition, whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which violates the provisions of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant, the Board, or Association, or the directors, officers, members, agents, employees, contractors or subcontractors of any of the foregoing, liable for any damages on account thereof. The remedies contained in this Section 15.02 shall be cumulative of all other remedies now or hereafter provided by law, in equity, or by virtue of this Declaration. The failure of Declarant, the Board, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation contained in this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

**Section 15.03. Fines; Suspension.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors, (A) a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with any condition, covenant or restriction contained in this Declaration or any Rule or Regulation, and (B) the Association shall have the right to suspend for a reasonable period of time the rights of use of the Common Area and the facilities located thereon provided that before imposing any fine or suspension, the following procedures are adhered to:

(a) **Notice.** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a hearing of a committee of at least three (3) Members who are appointed by the Board of Directors (the "Committee"), at which time the Owner may present reasons why a fine(s) or suspension should not be imposed. The members of the Committee shall not be Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee of the Association. At least fourteen (14) days' notice of such meeting shall be given.

(b) **Hearing.** The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why a fine(s) or suspension should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's hearing. The Owner shall have a right to be represented by counsel and to cross examine witnesses. If the Committee does not approve a proposed fine or suspension by majority vote, it may not be imposed.

(c) **Amounts.** The Board of Directors (if the Committee's findings are made against the Owner) may impose a suspension or a fine in the form of Special Assessments against the Lot owned by the Owner as follows:

(i) For each separate violation, a fine not exceeding One Hundred Dollars (\$100.00). Each day that there exists on any Lot any structure, thing or condition which violates this Declaration shall be considered a separate violation.

(ii) Because Declarant intends that the Property be developed and occupied as a high-end residential development, it is important that the Association have the authority and leeway to enforce the covenants, conditions, and restriction set forth in the Governing Documents and the Rules and Regulations by meaningful fines. Therefore, fines may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate and there shall be no limit on the aggregate amount of fines that may be levied for continuing violations of the covenants, conditions, and restriction set forth in the Governing Documents or in the Rules and Regulations.

(d) Payment and Collection of Fines. Any Owner against whose Lot fines have been levied shall remit such fines to the Association within thirty (30) days of receiving notice of such fines from the Association. The Association may pursue legal and equitable remedies to recover such fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Individual Assessments, and the lien securing same, as set forth herein.

(e) Application of Proceeds. All moneys received from fines shall be allocated as directed by the Board of Directors.

(f) Non-exclusive Remedy. These fines and suspensions shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by Law from such Owner.

(g) CPI. Unless limited by Law, specific dollar amounts stated in this Section 15.03 shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors, using the year of the Effective Date as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

(h) Suspension of Voting Rights. In accordance with Florida law, the Association may suspend the voting rights of a Member for the nonpayment of regular Annual Assessments that are delinquent in excess of ninety (90) days.

## ARTICLE XVI

### DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

**Section 16.01. Sufficient Insurance Proceeds.** In the event of damage to or destruction of the Common Area, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Area to be repaired and reconstructed substantially as previously existed prior to such damage or destruction.

**Section 16.02. Insufficient Insurance Proceeds.** If the insurance proceeds are not sufficient to effect total restoration of the Common Area, then the Association shall cause such portions of the Common Area to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners in accordance with the provisions of Article VI of this Declaration.

**Section 16.03. Negligence or Willful Misconduct.** Each Owner shall be liable to the Association for the cost to repair any damage to the Common Area not fully covered by collected insurance which may be sustained by reason of the negligence, willful misconduct or wrongdoing of any Owner or that Owner's tenants, subtenants, occupants, licensees, guests or invitees. In addition, the Association shall have the right to charge any Owner for the increase, if any, in any insurance premiums attributable to damage caused by such Owner or that Owner's tenants, subtenants, occupants, licensees, guests or invitees. Notwithstanding the foregoing, at the discretion of the Association, the Association shall have the right to collect from the applicable Owner the full amount of the cost to repair any damage which may be sustained by reason of the negligence, willful misconduct or wrongdoing of any Owner or that Owner's tenants, subtenants, occupants, licensees, guests or invitees. The sums due from an Owner hereunder shall be an Individual Assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of Individual Assessments.

## **ARTICLE XVII**

### **MORTGAGEE PROTECTION**

**Section 17.01. Records and Notices.** The Association shall make available to all Owners and to all Mortgagees and guarantors of any Mortgages, for inspection, upon request, during normal business hours or as set forth in the Rules, current copies of the Governing Documents and the books and records of the Association (including the Budget). All Mortgagees and guarantors of any Mortgages shall be entitled, upon prior written request, which request shall state the name and address of such holder, insurer, or guarantor, and to identify with particularity the encumbered Lot: (i) to receive a copy of the Association's financial statement for the immediately preceding Fiscal Year; (ii) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under the Governing Documents, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the Mortgagee, insurer and/or guarantor has an interest, by virtue of the Mortgage, in the Lot owned by the defaulting Owner; and (iii) to receive notice of any substantial condemnation loss or any casualty loss which affects a material portion of the Property or which affects the Lot(s) on which there is a Mortgage held, insured, or guaranteed by such Mortgagee.

**Section 17.02. Adverse Events.**

(a) Any Mortgagee, insurer or guarantor of a Mortgage shall have, if first requested in writing, which request shall state the name and address of such holder, insurer, or guarantor, and to identify with particularity the encumbered Lot, to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Area, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot in which said holder, insurer or guarantor has an interest, and (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(b) Any failure by the Association to furnish any notice under this Section 17.02 hereof shall not result in liability of the Association because such notice is given as a courtesy to a requesting Mortgagee and guarantors of any Mortgages, and the furnishing of such notice is not an obligation of the Association to any Mortgagee or guarantors of any Mortgages.

**Section 17.03. Failure of Mortgagee to Respond.** Any Mortgagee or guarantors of any Mortgage who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

## ARTICLE XVIII

### GENERAL PROVISIONS

**Section 18.01. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 18.02. Enforcement.** Without limiting the generality of Article XV, enforcement of the covenants and restrictions of the Declaration and the other Governing Documents may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting or threatening to violate any condition, covenant or restriction of the Declaration or the other Governing Documents, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by the conditions, covenants and restrictions of this Declaration; and failure to enforce any condition, covenant or restriction of the Declaration or the other Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

**Section 18.03. Interpretation.** The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction of this Declaration. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

**Section 18.04. Severability.** If any clause or provision of any Constituent Document is deemed by a court of law illegal, invalid, or unenforceable under any present or future Law, the remainder of such Constituent Document shall not be affected thereby. It is the intention of Declarant that if any such provision of any Constituent Document is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

**Section 18.05. Effective Date.** This Declaration shall become effective on the Effective Date.

**Section 18.06. Conflict.** As more specifically addressed below, this Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Rules and Regulations, said Articles shall take precedence over conflicting provisions in the Bylaws and the Rules and Regulations, said Bylaws shall take precedence over conflicting provisions in the Rules and Regulations, and the Rules shall take precedence over conflicting provisions in the Planning Criteria.

**Section 18.07. Cooperation.** Each Owner, by acceptance of a deed conveying a Lot to the Owner or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree with Declarant, to cooperate in, and support, and grant Declarant a limited power of attorney on such Owner's behalf for any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions deemed necessary, convenient or desirable by Declarant for development and/or

improvement of the Property, including, without limitation, signing any required applications, subdivisions plats, etc., as the owner of any portion of the Property owned or controlled thereby when necessary or requested to do so by Declarant.

**Section 18.08. Easements.** Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary or convenient for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

**Section 18.09. No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Area to the public, or for any public use.

**Section 18.10. Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest whatsoever in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained in this Declaration, whether or not any reference hereto is contained in the instrument by which such person acquired such interest in such Lot.

**Section 18.11. Execution of Documents Required by the Local Government.** Declarant's plan for the development of the Development may require from time to time the execution of certain documents required by the Local Government. To the extent that said documents require the joinder of any or all Owners each of said Owners, by virtue of said Owner's acceptance of a deed to the Owner's Lot or other conveyance thereof, does irrevocably give and grant to Declarant, or any of its officers individually, full power of attorney to execute said documents as the Owner's agent and in the Owner's place and stead.

**Section 18.12. Construction.** This Declaration may be amended without amending any of the other Governing Documents. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the community; to effectuate the purpose of creating a uniform plan for the operation of the Property; for the preservation of the value of the Property; and the protection of Declarant's rights, benefits, and privileges contemplated herein, in the other Governing Documents, and under the Association Act, to the fullest extent permitted by Florida law. If there is or should there ever be any conflicts between Florida law and the terms and provisions of the Governing Documents, or between the terms and provisions of more than one Governing Document, then the following order of priority and governance shall prevail, but only as necessary to resolve such specific conflict(s): (A) Florida law; (B) this Declaration; (C) any Supplemental Declaration (in the event that there are multiple Supplemental Declaration, then the order of priority and governance of such Supplemental Declarations shall be based upon Recording order); (D) the Articles; (E) the Bylaws; (F) the Planning Criteria; and (G) the Rules and Regulations. If a Governing Document of a higher priority and governance, as established above, is amended in such a way that the terms and provisions of such Governing Document conflict with the terms and provisions of any lower priority Governing Documents, as established above, then the lower priority Governing Documents shall

be deemed automatically and simultaneously amended with the amendment of the higher priority Governing Document, so that such lower priority Governing Documents may be read and interpreted to be consistent with the higher priority Governing Document. In no event shall any lower priority Governing Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Governing Document, and any such purported amendment shall be automatically ineffective and void. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's affiliates than against any other person or entity.

**Section 18.13. Assignment of Rights and Duties.** Declarant hereby expressly reserves and shall hereafter have the right to assign all or any part of the rights, powers, benefits, and reservations under the Governing Documents and under the Association Act to any corporation, company, partnership, firm, or any other legal entity of any kind, character or nature, whatsoever, that has or acquires fee simple interest in any part of the Property, and that accepts and assumes in writing the duties and liabilities of Declarant pertaining to the particular rights, powers, benefits, and reservations so assigned ("Assignee"). Upon the Recording of such instrument of assignment and assumption in the Public Records ("Assignment and Assumption"), Assignee shall, to the extent expressly set forth in such Assignment and Assumption, have the same rights, powers, benefits, and reservations of Declarant, and be subject to the same obligations, duties, and liabilities of Declarant as are herein or under the Association Act given to, accepted, and assumed by Assignee, as the case may be. Declarant hereby expressly reserves and shall hereafter have the right to appoint or designate one or more Co-Declarants, subject to the terms and conditions of the specific Assignment and Assumption appointing such Co-Declarant(s). Notwithstanding anything to the contrary contained herein, in any Assignment and Assumption, or otherwise, to the extent that any rights and liabilities of Declarant under this Declaration and under the Association Act are not expressly assigned and assumed pursuant to an Assignment and Assumption, such rights and liabilities shall remain Declarant's rights and liabilities.

**Section 18.14. Breach Shall Not Permit Termination.** No breach of this Declaration shall entitle any Member or Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Member or Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any Mortgage, but such covenants or restrictions shall be binding upon and effective against such Owner of any of said Property or any portion thereof whose title thereto is acquired by foreclosure, deed in lieu, trustee sale or otherwise.

**Section 18.15. Negation of Partnership.** None of the terms, conditions, or provisions of this Declaration shall be deemed to create a partnership between or among the Owners, Members, Association, or Declarant, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each such entity shall be considered a separate entity and no such entity shall have the right to act as an agent for another unless expressly authorized to do so herein or by separate instrument signed by the party(ies) to be charged.

**Section 18.16. Attorney Fees.** In the event of the institution of any legal proceedings for any violation or attempted or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, or concerning the interpretation or application of any of the foregoing to any person or property, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party(ies) shall be entitled to recover all expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, legal fees, and other costs and expenses of litigation connected therewith, which fees, costs, and expenses shall include those caused



by reason of any appellate proceeding, re-hearing, appeal, post-judgment action, or otherwise, from the non-prevailing party(ies).

**Section 18.17. No Vested Rights.** Each Owner by acceptance of a deed to a Dwelling irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association shall have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the Effective Date or except as expressly set forth herein.

**Section 18.18. Community Signage.** Declarant may, but is not obligated, in its sole discretion, to construct or otherwise install signage at any entrance(s) of the Community which identifies the Community and includes a notation indicating that the Community was developed by "Lennar Homes" or is a Lennar community (or some similar reference to Declarant or an entity affiliated with Declarant), including the use of any particular logos and/or trademarks utilized by Declarant, and convey any such signage to the Association along with a non-exclusive license to use the logos and/or trademarks depicted on the signage (but only for purposes of maintaining such logos/trademarks in the manner depicted on the signage at the time of conveyance and for no other purpose, such license being revocable by Declarant at any time). If any such signage is constructed/installed and conveyed to the Association, the Association shall thereafter perpetually maintain such signage, at Common Expense, including perpetually maintaining the notation that the Community was developed by "Lennar Homes" or is a Lennar community (or some similar reference to Declarant or an entity affiliated with Declarant) in the same presentation as was utilized when such signage was conveyed to the Association, until such time as the Declarant may determine, in its sole and absolute discretion, that it no longer wishes to be referenced on the signage (upon which the Association shall, at Common Expense, remove such references). In addition to the foregoing, Declarant may elect at any time (prior to or after Turnover) to itself remove any such references on the signage, and Declarant hereby reserves any such rights and easements that are necessary to allow Declarant to do so. Declarant, via a Recorded instrument, may assign its rights under this **Section 18.18** to any entity related to or affiliated with Declarant, or to one or more Builders.

## **ARTICLE XIX**

### **DISCLAIMERS**

**Section 19.01. Disclaimer of Representations or Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AGENTS OR EMPLOYEES (OR THE SUCCESSORS OR ASSIGNS OF ANY OF THE FOREGOING) IN CONNECTION WITH THE PROPERTY (INCLUDING ANY LOT, DWELLING, COMMON AREA OR AREAS OF COMMON RESPONSIBILITY), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, REGULATION THEREOF OR OTHERWISE. IF ANY SUCH REPRESENTATION OR WARRANTY CANNOT LAWFULLY BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, PRESUMPTIVE AND SPECIAL DAMAGES ARISING THEREFROM ARE HEREBY FULLY, FOREVER AND IRREVOCABLY WAIVED AND DISCLAIMED.



**Section 19.02. Retaining Walls.** Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) acknowledges and agrees that elevation changes within the Property may have necessitated or required, or in the future may necessitate or require, the construction or installation of one or more retaining walls on or about the Property (collectively, "Retaining Wall(s)"). In connection with any such Retaining Walls, each Owner, occupant, tenant, subtenant, invitee, licensee or guest of any Lot or of the Property generally agrees to and shall: (a) exercise caution and care when around or near any Retaining Walls; and (b) not utilize any Retaining Wall or part thereof in any way, including, by way of example but not limitation, by climbing, scaling, or walking on a Retaining Wall; by affixing lights or hanging baskets or decorations on or to a Retaining Wall; by striking, piercing or damaging a Retaining Wall; or by otherwise directly or indirectly interfering with the intended purpose of any Retaining Wall. Without express prior written approval of the ARC, digging is prohibited within all easement areas adjacent to any Retaining Walls, as shown on the Plat, or as established by any written instrument Recorded by Declarant or the Association.

**Section 19.03. Safety.** Neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall, in any manner or way, whatsoever, be considered as or deemed or construed to be insurers or guarantors of the personal safety or security of any persons, including, without limitation, any Owner or Member or any tenant, guest, invitee, employee, agent, or family member of such Owner or Member, or of any property, whether real, personal, or otherwise, from time to time located within or upon the Property or any portion thereof. Accordingly, neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall be responsible or held liable or accountable for the injury or death of any person or for the loss of or damage to any property by reason or on account of the failure of the Declarant or the Association to limit or control access to the Property or any Retaining Walls, or by reason or on account of the ineffectiveness of any activities directed, conducted, maintained, or supported by the Declarant or Association from time to time for such purposes. In this regard, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, or family members of such Owner, shall, by virtue of the acceptance of a deed or other conveyance of a Lot or any other portion of the Property, be deemed to have acknowledged, understood, and agreed to the foregoing and further: (i) that notwithstanding any efforts or activities on the part of the Declarant or Association from time to time to limit or control access to the Property in general and any Retaining Wall in particular, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, and family members of such Owner or Member: (y) shall take title to its Lots or any other part of the Property subject to, and hereby assumes, all risk of personal injury or death and damage to or loss of property, of whatever nature, while present or situate within or upon the Property; and (z) waives, and forever and irrevocably releases Declarant and Association from, any and all claims, losses, damages, causes of action or liabilities of any kind, character, or nature whatsoever with respect to any personal injury or death or damage to or loss of property while present or situate within or upon the Property; and (ii) that neither Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents have made, nor has any Owner or Member, or any of Owner's or Member's tenants, employees, agents, guests, invitees, or family members relied upon, any representation or warranty, whether express or implied, pertaining to: (A) the safety of the Property; or (B) the effectiveness of any activities directed, conducted, maintained or supported by the Declarant or Association from time to time in order to limit or control access to the Property in general and any Retaining Walls in particular.

**Section 19.04. Wet and Dry Retention Areas.** Neither the Declarant nor the Association make any representation concerning the current or future water levels in any of the wet or dry retention areas within the Community; provided, further, neither the Declarant nor the Association bear any responsibility to attempt to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of the Declarant and the Association. By acceptance of a deed to a Dwelling or Lot, each Owner acknowledges that the water levels of all wet or

dry retention areas may vary. There is no guarantee by Declarant or the Association that water levels will be constant or aesthetically pleasing at any particular time; at times, water levels may be nonexistent. Declarant and the Association shall not be obligated to erect fences, gates, or walls around or adjacent to any wet or dry retention areas within the Community.

**Section 19.05. General.**

(a) Notwithstanding anything to the contrary or otherwise contained in the Governing Documents, neither the Association, the Board, nor Declarant shall be liable or responsible for, or in any manner considered or deemed a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, subcontractors, licensees, tenants, subtenants, occupants, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(i) it is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Association or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(ii) the Association is not empowered, nor has it been created, to act as an entity which enforces or ensures compliance with the Laws, or prevents tortious activities, actions or omissions; and

(iii) any provisions of the Governing Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for such reason.

(b) Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) and each other person having an interest in or lien upon, or making any use of, said Lot or any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article XIX and shall be deemed to have automatically and irrevocably waived any and all rights, claims, demands and causes of action against the Board, the ARC, Association or Declarant and arising from or connected with any matter for which the liability of the Board, the ARC, Association or Declarant has been disclaimed in this Article XIX or in this Declaration generally.

(c) **UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, EACH OWNER (BY VIRTUE OF OWNER'S ACCEPTANCE OF TITLE TO THE OWNER'S LOT) ACKNOWLEDGES AND AGREES THAT SAID OWNER SHALL HAVE NO RIGHTS, RIPARIAN OR OTHERWISE, IN OR TO ANY BODY OF WATER, IF ANY, LYING WITHIN OR ADJACENT TO THE DEVELOPMENT. NEITHER DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. THERE IS NO GUARANTY BY THE LISTED PARTIES THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY**

PLEASING AT ANY PARTICULAR TIME. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY WATER BODY WITHIN THE PROPERTY EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION OR THE RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION; (ii) DECLARANT, THE ASSOCIATION, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iii) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (iv) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE OBLIGATED TO ERECT FENCES, GATES OR WALLS AROUND OR ADJACENT TO ANY WATER BODY WITHIN THE COMMUNITY.

(d) As used in this Article XIX, the words "Association" and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors, subcontractors (including without limitation management companies), and successors and assigns of each.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

Signed, sealed and delivered in the presence of:

Rosaura Lugo  
Print Name: Rosaura Lugo  
Elizabeth Hill  
Print Name: Elizabeth Hill

DECLARANT:

LENNAR HOMES, LLC,  
a Florida limited liability company

By: [Signature]  
Name: Brody Nicholas  
Title: Vice President

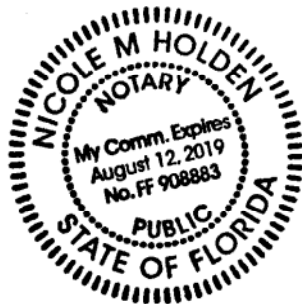
(CORPORATE SEAL)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 03 day of March, 2018, by Brody Nicholas, the Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of said company. Said person (check appropriate box) ☒ is personally known to me or ☐ has produced his/her \_\_\_\_\_ as identification.

(NOTARY STAMP OR SEAL)



[Signature]  
Name: Nicole M Holden  
Title: Notary Public  
My Commission Expires: August 12, 2019

**This Instrument Prepared by and  
After Recording Return to:**

Robert W. Bowser, Esq.  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801-4904

**JOINDER AND CONSENT TO DECLARATION**

Storey Creek Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 6750 Forum Drive, Orlando, FL ("Owner") hereby certifies that it is the owner of the following-described real property:

Tracts None of Storey Creek, according to the plat thereof as recorded in Plat Book 27, Page 164-168, of the Public Records of Osceola County, Florida (collectively, the "Tracts")

Owner hereby recognizes the Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek, recorded in Official Records Book 27, Page 164-168 of the Public Records of Osceola County, Florida (the "Declaration") and hereby joins in to and consents to the Declaration, and agrees that the Tracts shall be subject to the Declaration.

Signed, sealed and delivered in the presence of:

**Storey Creek Homeowners Association, Inc.,**  
a Florida not-for-profit corporation

Witness

Printed Name

Witness

Printed Name

By:

Title:

Name:

(Seal)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 01 day of March, 2018 by Michelle Barr as President of Storey Creek Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said company, who ☒ is personally known to me, or ☐ produced \_\_\_\_\_ as identification.

(Notary Stamp)



Notary Signature

47374237;3

EXHIBIT "A"

**PROPERTY**

**PARCEL NO. 1**

All of Government Lot Four (4) of Section 1, Township 26 South, Range 28 East, in Osceola County, Florida EXCEPT the following two tracts: (Tract No. 1) Beginning at the Northwest corner of the SE 1/4 (Government Lot 4) of Section 1, Township 26 South, Range 28 East, and run thence South 649 feet; East 1221 feet; North 649 feet and West 1221 feet to point of beginning. (Tract No. 2) All of Lots G-7, H-8, I-9, K-11, L-12 according to the official plat of Mary B. Morgan's Subdivision of Lot 4 of Section 1, Township 26 South, Range 28 East, recorded among the Public Records of Osceola County, Florida, in Plat Book A, Page 43.

**PARCEL NO. 2**

All of Government Lot 1, in Section 12, Township 26 South, Range 28 East, also known as the NE 1/4 of the NE 1/4 of Section 12, Township 26 South, Range 28 East, (LESS AND EXCEPT that portion lying in the Right of Way of Shadow Drive as depicted on the Plat of Cypress Shadows Phase One, as recorded in Plat Book 8, Page 149 and 150, Public Records of Osceola County, Florida. AND LESS AND EXCEPT portion lying in Right of Way of S.R. 535)

**PARCEL NO. 3**

The NE 1/4 of the SW 1/4 and the S 1/2 of the SW 1/4 of Section 6, Township 26 South, Range 29 East, (LESS AND EXCEPT that portion described as follows: Beginning at the Southwest corner of Lot 24, ORANGE BLOSSOM ACRES, as recorded in Plat Book 2, Page 40, Public Records of Osceola County, Florida, run West on a projection of the Centerline of Citrus Street, 202.16 feet to the Point of Beginning; continue West 477.84 feet; run thence South 395.0 feet; run thence East 477.84 feet; run thence North 395.00 feet to the Point of Beginning.

**PARCEL NO. 4**

The East 1/2 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 7, Township 26 South, Range 29 East.

AND

The Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 26 South, Range 29 East, Osceola County, Florida.

**PARCEL NO. 5**

Lots 15 through 20, ORANGE BLOSSOM ACRES UNIT 1, according to the plat thereof, as recorded in Plat Book 2, Pages 136 and 137, Public Records of Osceola County, Florida.



EXHIBIT "B"

**ARTICLES**

**[See Next Page]**

COPY

Exhibit B - 1

47374237;3

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of STOREY CREEK HOMEOWNERS ASSOCIATION INC., a Florida corporation, filed on February 19, 2019, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H19000057331. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N19000001778.

Authentication Code: 219A00003641-022019-N19000001778-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twentieth day of February, 2019



*Ramona R. ...*  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
STOREY CREEK HOMEOWNERS ASSOCIATION, INC.,  
A FLORIDA NOT FOR PROFIT CORPORATION**

**ARTICLE I  
NAME**

The name of this corporation shall be Storey Creek Homeowners Association, Inc., a Florida not for profit corporation (the "Association").

**ARTICLE II  
DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation ("Articles") with the State of Florida Department of State. The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the District prior to such termination, dissolution or liquidation.

**ARTICLE III  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in the "Governing Documents" (as that term is defined in that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Storey Creek, as same may from time to time be amended or supplemented (the "Declaration"), to be recorded in the Public Records of Osceola County, Florida). Capitalized terms used above or herein without definition shall have the same meanings given or ascribed to such terms in the Governing Documents. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, Florida Not For Profit Corporation Act (the "Act"), subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by the Association pursuant to the Governing Documents and/or the Act, including, but in no way limited to: (i) ownership, operation, management, administration, maintenance, repair, replacement, and insurance of the Common Areas; (ii) the levy and collection of Assessments; and (iii) to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association as specified in the Governing Documents and/or under the Act. The Association shall operate, maintain and manage the Stormwater Management System in a manner consistent with District Permit Number 49-02544-P, and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the

((H19000057331 3)))

Stormwater Management System and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

**ARTICLE IV**  
**PRINCIPAL OFFICE**

The street address of the initial principal office and mailing address of the Association 6750 Forum Drive, Suite 310, Orlando, Florida 32821.

**ARTICLE V**  
**REGISTERED OFFICE AND AGENT**

CT Corporation System, whose address is 1200 S. Pine Island Drive, Plantation, Florida 33324, is hereby appointed the registered agent of the Association and the registered office shall be at said address.

**ARTICLE VI**  
**MEMBERSHIP**

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests, and limitations granted pursuant to the Governing Documents, any Rules and Regulations, and the Act.

**ARTICLE VII**  
**VOTING RIGHTS**

A Member's right to vote in Association matters shall vest as set forth in the Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the terms, conditions, restrictions, and limitations provided in the Governing Documents.

**ARTICLE VIII**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by the Board, who shall be appointed or elected pursuant to the provisions of the Bylaws. The number of Directors constituting the initial Board shall be three (3). The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors as provided in the Bylaws are:

<u>Name:</u>	<u>Address:</u>
Michelle Barr	6750 Forum Drive, Suite 310, Orlando, Florida 32821
Rob Bonin	6750 Forum Drive, Suite 310, Orlando, Florida 32821
Lane Register	6750 Forum Drive, Suite 310, Orlando, Florida 32821

**ARTICLE IX**  
**AMENDMENT**

These Articles may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

**ARTICLE X**  
**BYLAWS**

The initial Bylaws shall be adopted by the Board and may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

**ARTICLE XI**  
**INCORPORATOR**

The name and address of the Incorporator of the Association is:

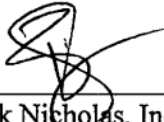
Name:

Address:

Brock Nicholas

6750 Forum Drive, Suite 310, Orlando, Florida 32821

7th day of February, 2019. IN WITNESS WHEREOF, the undersigned Incorporator has signed these Articles this

  
\_\_\_\_\_  
Brock Nicholas, Incorporator

**CERTIFICATE DESIGNATING REGISTERED AGENT  
FOR SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617 of the Florida Statutes, the corporation identified below hereby submits the following Certificate Designating Registered Agent for Service of Process ("Certificate") in designation of the registered office and registered agent in the State of Florida.

Storey Creek Homeowners Association, Inc., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 1200 S. Pine Island Drive, Plantation, Florida 33324, has named CT Corporation System, located at the above-registered office, as its registered agent to accept service of process within the State of Florida.

**ACKNOWLEDGMENT:**

Having been named as registered agent for the above-stated Corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida, accept to act as registered agent for the above-stated corporation, and agree to comply with the provisions of all laws applicable to the performance of such office.

CT CORPORATION SYSTEM

By: 

Print Name: Madonna Cuddihy

Title: Assistant Secretary

Dated: February 14, 2019.



**EXHIBIT "C"**

**BYLAWS**

**[See Next Page]**

COPY

Exhibit C - 1

47374237;3

**BYLAWS**  
**OF**  
**STOREY CREEK HOMEOWNERS ASSOCIATION, INC.,**

**ADOPTED BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF THE CORPORATION EFFECTIVE FEBRUARY 19<sup>TH</sup>, 2019**

**ARTICLE I**

**IDENTITY AND LOCATION**

These are the Bylaws of Storey Creek Homeowners Association, Inc., a corporation not for profit organized and existing under Chapter 617, Florida Statutes, (the "Association") for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek (the "Declaration"). The principal office of the Association shall be located at 6750 Forum Drive, Suite 310, Orlando, Florida 32821.

**ARTICLE II**

**GENERAL**

Section 1. **Incorporation of Declaration.** As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. **Definitions.** All capitalized terms used herein without definition shall have the meaning given such term in the Declaration or the Articles of Incorporation of the Association as filed with the State of Florida Department of State.

**ARTICLE III**

**ASSOCIATION PURPOSES AND POWERS**

Section 1. **Association's Purposes.** The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including but not limited to the Surface Water Management System and any personal property owned by the Association;

- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Lots in the Property;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these Bylaws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors;
- (g) All of the Association's insurance policies or copies thereof;
- (h) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (i) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of Assessments or other charges, the due date and amount of each Assessment or other charge, the date and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

Section 3. Inspection of Records. The official records of the Association shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days

after receipt of written request for access. This Section may be complied with by having a copy of the records available for inspection or copying in the community.

#### ARTICLE IV

##### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Association shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Business transacted at the annual meeting shall include the election of Directors of the Association.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of Members entitled to vote fifty percent (50%) of all votes in the Association prior to turnover and ten percent (10%) of all votes in the Association after turnover.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. An assessment 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 thereof.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot.

Section 6. Electronic Voting. Notwithstanding anything contained herein to the contrary, pursuant to and consistent with Section 720.317 of the Florida Statutes, electronic voting is permitted as to any matter that requires a vote of the Members.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) members and must be an odd number. Initially the Board of Directors shall consist of three (3) Directors who shall be selected by the Declarant and, subject to the Declaration, thereafter the members of the Board shall be determined as set forth in Article VI herein.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members. Any nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. Any nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. Any nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the Members.

Section 2. Election. At the election of the Board of Directors, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted and votes must be made in person at a Members' meeting or by ballots the Members personally cast.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. Subject to the provisions of the Declaration, the Board of Directors shall have power:

- (a) to call special meetings of the Board;

- (b) to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article V above;
- (g) to appoint committees and delegate all or any portion of the powers of the Board of Directors to such committees, subject to the limitations on the authority of such committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Declaration.

Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors:

- (a) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by at least one-fourth (1/4) of the Members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - 1. fix the amount of the annual assessment against each Lot;
  - 2. send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
  - 3. foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A



reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment as against third parties relying thereon;

- (e) procure and maintain adequate liability, hazard and other insurance on any Common Property;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;
- (g) cause the Common Property, Areas of Common Responsibility, and the Surface Water Management System for the Property, to be maintained;
- (h) to prepare the annual budget in accordance with the Declaration;
- (i) to prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association;
- (j) to send written notice of each assessment to each Owner as provided in the Declaration; and
- (k) to take any and all actions pursuant to the Governing Documents as may be necessary for the purposes of the Association.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. Directors' Fees. There shall be no Directors fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

## ARTICLE VIII

### DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 4. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 5. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 6. Board Quorum and Voting. The majority of the Board of Directors shall constitute a quorum thereof. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. 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.

## ARTICLE IX

### OFFICERS

Section 1. Association officers. The officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors. However, each officer must be a Member of the Association.

Section 2. Election of officers. All officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such

authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE X

### LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these Bylaws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, officers, employees,

agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

#### ARTICLE XI

#### INSURANCE

The Board of Directors or its duly authorized agent shall obtain insurance as described in the Declaration.

#### ARTICLE XII

#### AMENDMENTS

These Bylaws may be changed, amended or modified at any time and from time to time, by the Members, the Board, or the Declarant, in the same manner as the Members, the Board, or Declarant may change, amend or modify the Declaration, as set forth in the Declaration.

#### ARTICLE XIII

#### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE XIV

#### BOOKS AND RECORDS

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

#### ARTICLE XV

#### ASSESSMENTS

Pursuant to the Declaration, each Member is obligated to pay to the Association assessments, including, without limitation, annual, special and individual assessments which are secured by a lien upon the property against which the assessment is made.

## ARTICLE XVI

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Storey Creek Homeowners Association, Inc., a Florida not for profit corporation", and the year of incorporation in the center of that circle.

## ARTICLE XVII

### GENERAL

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these Bylaws which are not contained in the Declaration, shall operate as the Bylaws of the Association. In the case of any conflict between such provisions set forth in the Declaration and these Bylaws, the Declaration shall control.

Section 2. Waiver. No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

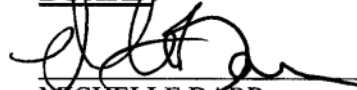
Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with Roberts Rules of Orders (latest edition) when not in conflict with the Act, the Governing Documents, or Rules and Regulations.


Section 7. Fiscal Year. The fiscal year of the Association shall be the calendar year or such other period as shall subsequently be determined by the Board of Directors.

These Bylaws duly adopted by the Board on this 19<sup>th</sup> day of February, 2019.

**BOARD**

  
\_\_\_\_\_  
MICHELLE BARR

  
\_\_\_\_\_  
ROB BONIN

  
\_\_\_\_\_  
LANE REGISTER

COPY



**EXHIBIT "D"**

**PERMIT**

(attached)

COPY

Exhibit D - 1

47374237;3



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE PERMIT NO. 49-02544-P  
DATE ISSUED: September 13, 2016**

**PERMITTEE:** TRAMELL WEBB PARTNERS INC  
801 N ORANGE AVE SUITE 518  
ORLANDO, FL 32801

BELLEVUE TRUST  
316 CHURCH STREET  
KISSIMMEE, FL 34741

**PROJECT DESCRIPTION:** Construction and operation of a stormwater management system serving 51.89 acres of residential development for a project known as Woodlands Phase 1.

**PROJECT LOCATION:** OSCEOLA COUNTY, SEC 12 TWP 26S RGE 28E  
SEC 07 TWP 26S RGE 29E

**PERMIT DURATION:** See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 160527-16, dated May 27, 2016. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S.).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 13 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this , in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.stwmd.gov/ePermitting).

BY: CHARLES R. WALTER for  
Charles R. Walter, P.G., CFM  
Orlando Regulatory Service Center Administrator  
Orlando Service Center

Page 1 of 6

### GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

### GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
  - a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

### GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

COPY

### SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on September 13, 2021
2. Operation and maintenance of the stormwater management system shall be the responsibility of WOODLANDS HOA. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:  
  
1-24" W X 12.6" H SHARP CRESTED weir with crest at elev. 69.7' NGVD 29.  
1-6.5" dia. CIRCULAR ORIFICE with invert at elev. 68.5' NGVD 29.  
112 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.  
1-79" W X 36" L drop inlet with crest at elev. 70.75' NGVD 29.  
Receiving body : Wetland W-2  
Control elev : 68.5 feet NGVD 29.
4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
6. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) under this application number.

Exhibit No. 1 Location Map

Exhibit No. 2 Construction Plans, Pages 1 - 14

Exhibit No. 3 Environmental Figures, Pages 1 - 4

7. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

To schedule a pre-construction meeting, please contact ERC staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: [pre-con@sfwmd.gov](mailto:pre-con@sfwmd.gov). When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

8. Minimum building floor elevation:

BASIN: Basin 1 - 71.80 feet NGVD 29.

9. Minimum road crown elevation:

Basin: Basin 1 - 70.50 feet NGVD 29.

### **SPECIAL CONDITIONS**

10. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
11. An average 25' wide, minimum 15', buffer of undisturbed upland vegetation shall be maintained between the proposed development and existing wetlands.
12. Conservation area signage shall be installed as specified by Plan Sheet 3.01, Page 3 of 4 in Exhibit 4, within 90 days of permit issuance or before the start of construction.
13. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.



Last Date For Agency Action: September 19, 2016

**INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT**

**Project Name:** Woodlands Phase 1

**Permit No.:** 49-02544-P

**Application No.:** 160527-16

**Application Type:** Environmental Resource (New Construction/Operation)

**Location:** Osceola County, S07/T26S/R29E  
S12/T26S/R28E

**Permittee :** Tramell Webb Partners Inc  
Bellevue Trust

**Operating Entity :** Woodlands Hoa

**Project Area:** 51.89 acres

**Permit Area:** 257.00 acres

**Project Land Use:** Residential

**Drainage Basin:** LAKE TOHOPEKALIGA

**Receiving Body:** Ultimate discharge is to Lake Tohopekaliga.

**Class:** CLASS III

**Special Drainage District:** NA

**Total Acres Wetland Onsite:** .39

**Total Acres Wetland Preserved Onsite:** .39

**Total Acres Presv/Mit Compensation Onsite:** .39

**Conservation Easement To District :** No

**Sovereign Submerged Lands:** No

**PROJECT SUMMARY:**

This Environmental Resource Permit authorizes construction and operation of a stormwater management system serving 51.89 acres of residential development for a project known as Woodlands Phase 1.

This project is for a 175-lot residential development with internal roadways. Runoff will be directed to a wet detention stormwater management system before discharging to wetlands.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.)

**PROJECT EVALUATION:****PROJECT SITE DESCRIPTION:**

The site is located on the east side of Ham Brown Road south of U.S. Highway 17-92 and across the street from Horizon Middle School in Osceola County. Refer to Exhibit 1 for a location map.

There are no permitted water management facilities within the project area. The site contains a small borrow pit, but is otherwise vacant land.

For information on the wetlands and surface waters within the project, please refer to the Wetlands and Surface Waters section of this staff report.

**LAND USE:****Construction  
Project:**

	Total Project	
Building Coverage	14.00	acres
Impervious	10.10	acres
Pervious	20.97	acres
Wet Detention	6.82	acres
<b>Total:</b>	<b>51.89</b>	

**WATER QUANTITY:**

The wet detention pond discharges from the northeast corner through a spreader swale into the adjacent wetland.

**Discharge Rate :**

As shown in the table below, the project discharge is within the allowable limit for the area.

Discharge Storm Frequency : 10 YEAR-3 DAY

Design Rainfall : 7.5 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage ( ft, NGVD 29)
Basin 1	26	Pre Vs Post	18.9	71

**Finished Floors :**

As shown in the following table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 11 inches

Basin	Peak Stage ( ft, NGVD 29)	Proposed Min. Finished Floors ( ft, NGVD 29)	FEMA Elevation ( ft, NGVD 29)
Basin 1	71.8	71.8	N/A

**Road Design :**

As shown in the following table, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 10 YEAR-1 DAY

Design Rainfall: 5.5 inches

Basin	Peak Stage ( ft, NGVD 29)	Proposed Min. Road Crown ( ft, NGVD 29)
Basin 1	70.4	70.5

**Control Elevation :**

Basin	Area (Acres)	Ctrl Elev ( ft, NGVD 29)	WSWT Ctrl Elev ( ft, NGVD 29)	Method Of Determination
Basin 1	51.89	68.5		Wet Season Soil Borings

**Receiving Body :**

Basin	Str.#	Receiving Body
Basin 1	1	Wetland W-2

**Discharge Structures:** Note: The units for all the elevation values of structures are ( ft, NGVD 29)

**Bleeders:**

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Basin 1	1	1	Circular Orifice				6.5"		68.5

**Culverts:**

Basin	Str#	Count	Type	Width	Length	Dia.
Basin 1	1	1	Reinforced Concrete Pipe		112'	48"

**Inlets:**

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
Basin 1	1	1	Fdot Mod H Drop Inlet	79"	36"		70.75

**Weirs:**

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Basin 1	1	1	Sharp Crested	24"	12.6"			69.7 (crest)

**WATER QUALITY :**

Water quality treatment will be provided in a 6.85-acre wet detention pond. The project provides the required 6.82 acre-feet of water quality treatment volume based on 1.0 inch over the basin area.

Pursuant to Appendix E of Volume II, the water quality treatment volume provided includes an additional 50% treatment volume above the requirements in Section 4.2 of Volume II to provide reasonable assurance that the project will provide net improvement to water quality in the downstream water body. The project is located within the watershed of Lake Okeechobee; the lake has been identified as impaired for phosphorus.

In addition to the required water quality treatment volume, the applicant provided site specific pollutant

loading calculations to demonstrate that the stormwater management system reduces the post-development loading of phosphorus to levels less than the loadings generated under the pre-development condition. The pollutant loading calculations are based upon the removal characteristics associated with the system.

The project also includes implementation of a Construction Pollution Prevention Plan/Turbidity and Erosion Control Plan (Exhibit 2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Basin	Treatment Method		Vol Req.d (ac-ft)	Vol Prov'd
Basin 1	Treatment	Wet Detention	6.82 acres 6.85	6.85

#### WETLANDS:

##### Wetlands And Other Surface Waters:

The project area contains one wetland and one surface water totaling 11.18 acres. Please see Exhibit 3 for wetland locations. The wetland is a portion of a small freshwater marsh located partially onsite. The surface water is a 10.79-acre borrow pond created in uplands. Additional wetland descriptions are located in the epermitting file.

The project will result in the elimination of the upland cut borrow pond. Wildlife surveys conducted on the pond indicate that the pond is not significant habitat for endangered or threatened species. Therefore, mitigation is not required for this impact, pursuant to 10.2.2.2 of Applicant's Handbook Volume I.

The project's stormwater pond abuts a large forested wetland system located off-site to the east. Gradient analysis indicates there will be no adverse effect to the hydrology of the wetland from the pond location.

The project will not result in impacts to wetlands. Both the onsite wetland and offsite wetlands will have 25 ft. upland buffers to prevent secondary impacts. The conservation area boundaries will be designated by signs, as per Plan Sheet 3.01.

##### Wetland Inventory :

###### CONSTRUCTION MOD -Woodlands Phase 1

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Flucss	Adj Delta	Functional Gain / Loss
SW1	ON	530	Direct	10.79		.00					.000	.000
W1	ON	640	Preservation	.39		.39						
Total:				11.18								.00

<b><u>Fluccs Code</u></b>	<b><u>Description</u></b>
530	Reservoirs
640	Vegetated Non- Forested Wetlands

#### **CERTIFICATION, OPERATION, AND MAINTENANCE:**

Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

**RELATED CONCERNS:**

**Water Use Permit Status:**

The applicant has demonstrated that proposed dewatering qualifies for the permit by rule under Rule 40E-2.061, F.A.C.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

**CERP:**

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

**Potable Water Supplier:**

Tohopekaliga Water Authority

**Waste Water System/Supplier:**

Tohopekaliga Water Authority

**Right-Of-Way Permit Status:**

A District Right-of-Way Permit is not required for this project.

**Historical/Archeological Resources:**

On June 29, 2016, the District received a letter from the Florida Department of State, Division of Historical Resources (DHR) requesting the applicant to perform a systematic, professional archaeological and historical survey. The applicant has arranged to provide the site contractor with a direct chain-of command and contact information to report any archaeological findings on the site during construction. Construction in the area of any suspected archaeological finding will stop immediately while the permittee or other designee contacts the DHR. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

**DEO/CZM Consistency Review:**

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

**Third Party Interest:**

No third party has contacted the District with concerns about this application.

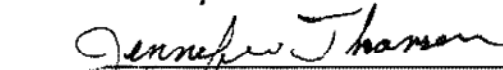
**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF REVIEW:**


**DIVISION APPROVAL:**

**NATURAL RESOURCE MANAGEMENT:**

  
Jennifer Thomson

DATE: September 12, 2016

**SURFACE WATER MANAGEMENT:**

  
Mark S. Daron, P.E.

DATE: September 12, 2016

COPY



## **NOTICE OF RIGHTS**

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

#### **INITIATION OF AN ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

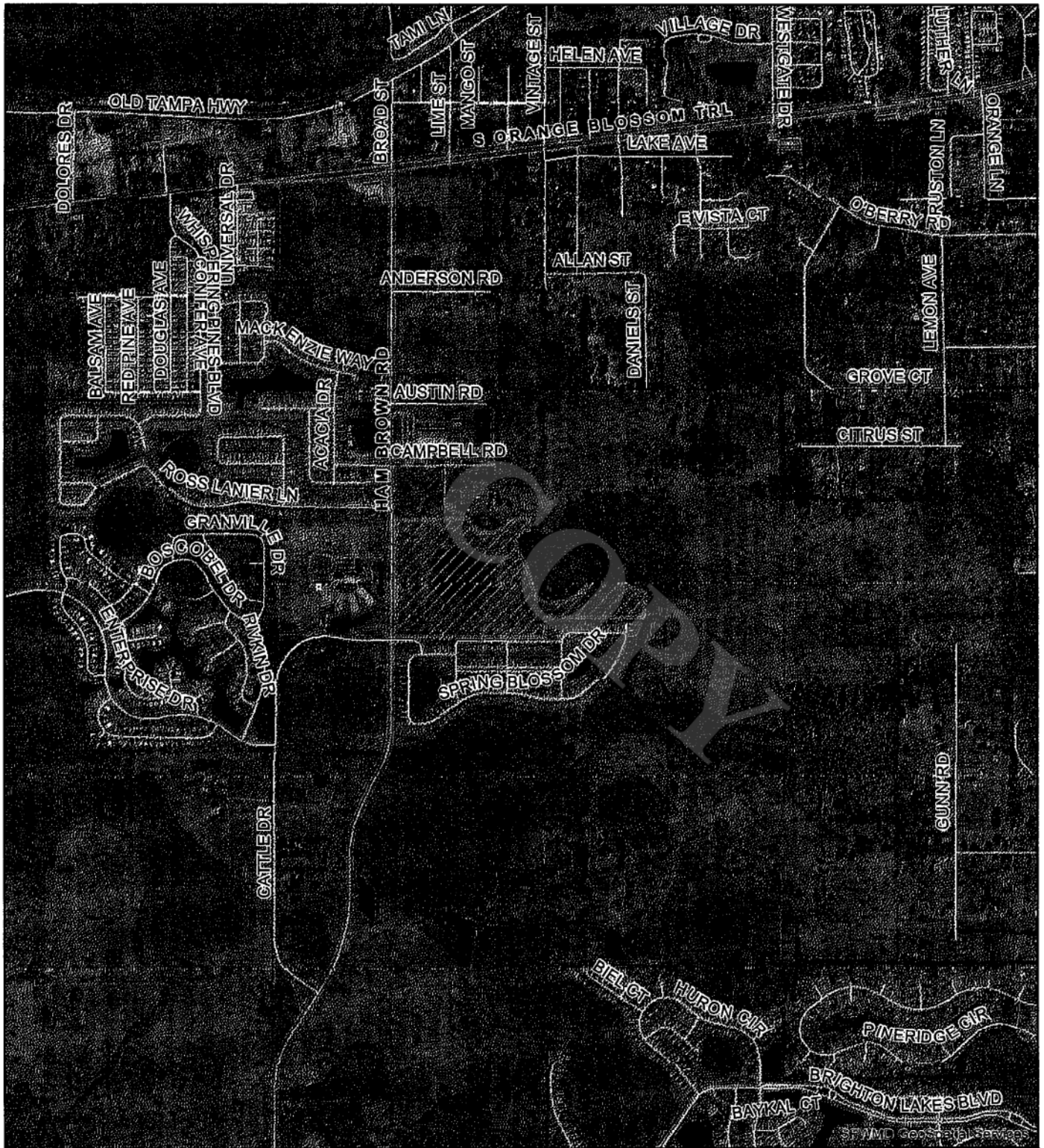
1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

#### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

#### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.



<b>Exhibit No: 1</b>	<b>Exhibit Created On:</b> 2016-06-23	<b>OSCEOLA COUNTY, FL</b>	<div data-bbox="966 1669 1047 1711" style="display: inline-block; width: 50px; height: 20px; border: 1px solid black; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px);"></div> <b>Application</b> <div data-bbox="1339 1648 1453 1837" style="float: right;"> </div>
<div data-bbox="186 1795 300 1900" style="text-align: center;"> </div> <div data-bbox="373 1722 730 1764" style="text-align: center;"> <b>REGULATION DIVISION</b> </div> <div data-bbox="324 1774 779 1816" style="text-align: center;"> <b>Project Name: WOODLANDS PHASE 1</b> </div> <div data-bbox="357 1869 755 1942" style="text-align: center;"> <div style="display: flex; align-items: center;"> <div style="width: 100px; border-bottom: 2px solid black; margin-right: 10px;"></div> <div style="text-align: center;">             0      1,400      2,800  <b>Feet</b> </div> </div> </div> <div data-bbox="828 1816 885 1921" style="text-align: center;"> <b>N</b>  </div>			<b>Application Number: 160527-16</b>
<div data-bbox="966 1837 1047 1942" style="text-align: center;"> <small>Created by</small>    <small>GEOSPATIAL SERVICES</small> </div>			<b>South Florida Water Management District</b>

**SUBDIVISION DEVELOPMENT PLAN  
CONSTRUCTION PLANS - PHASE I**

THE FOLLOWING INFORMATION APPLIES TO THE SUBSEQUENT PLANS ARE FOR REFERENCE PURPOSES ONLY AND EACH SHALL REQUIRE A SEPARATE BUILDING PERMIT. THE LIST INCLUDES, BUT IS NOT LIMITED TO:

- ▶ PROPOSED BUILDINGS
- ▶ ADDITIONS
- ▶ BASEMENT FINISHES
- ▶ BASEMENT FINISHES (FULLY FINISH) AND IMPROVEMENT FROM ANY BUILDING STRUCTURE
- ▶ DECKS
- ▶ GATES
- ▶ MAJOR/MAINT SYSTEMS
- ▶ PERIMETER ENCLOSURES
- ▶ PERMANENTLY CHANGING WALLS
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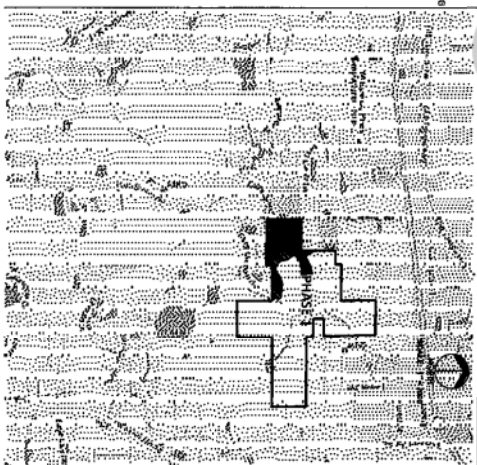
**Prepared for:**  
**TRAMELL WEBB PARTNERS, INC**  
801 North Orange Ave., Suite 518  
Orlando, Florida 32801  
Phone: 407-420-4792



### PROJECT TEAM AND SERVICE INFORMATION

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### VICINITY MAP



## SHEET INDEX

SHEET NUMBER	SHEET TITLE
16	COVER
17	BRIDGE
18	MAIN BEARING FOUNDATIONS
19	JOINTS AND TRANSVERSE
20	GRASS HOUS
21	TRANSVERSE
22	TRANSVERSE
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**LEGAL DESCRIPTION**

**PAPERBACK, 2021**

PHARM. NO. 2

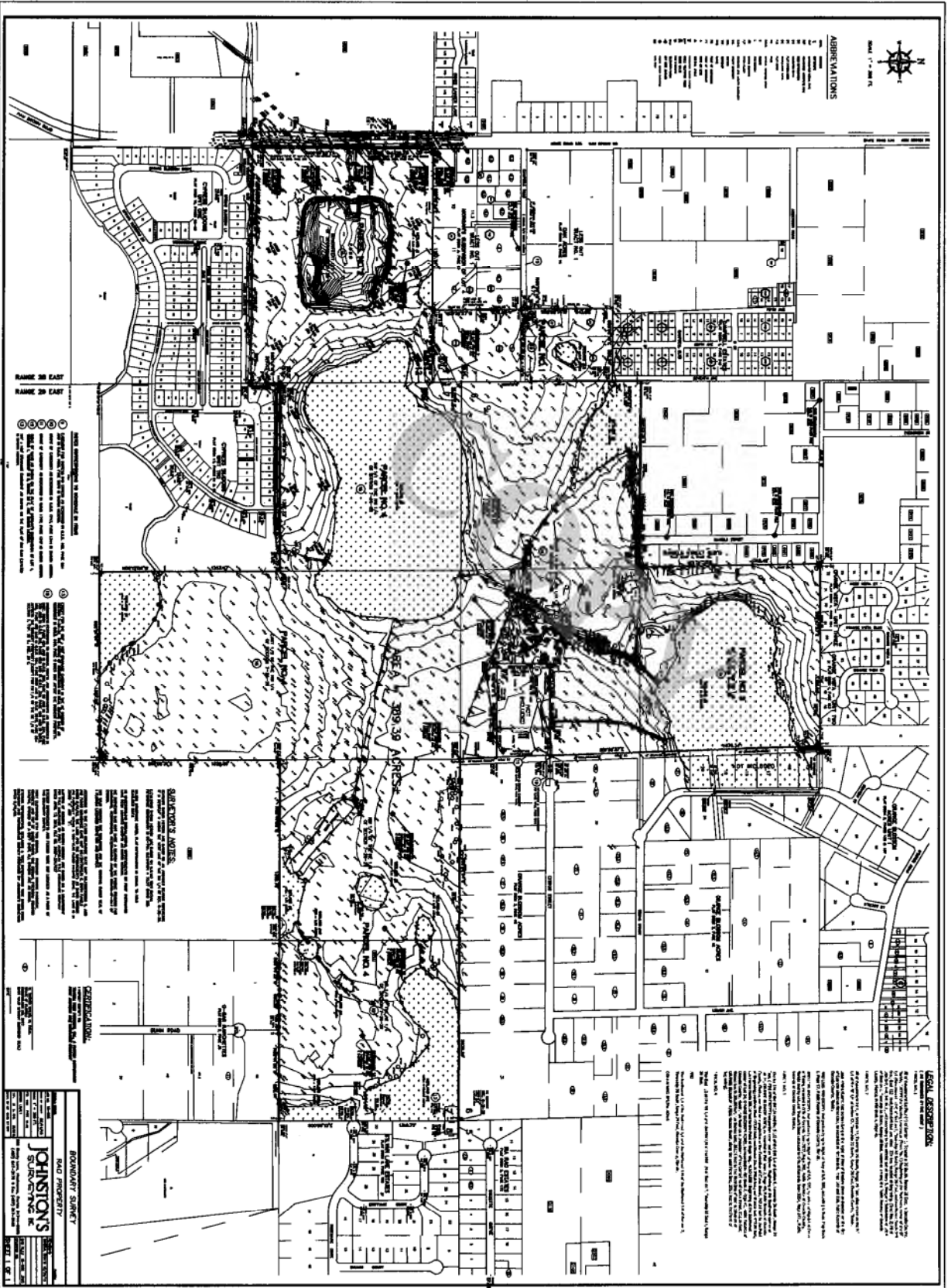
1. **THE UNITED STATES OF AMERICA, THROUGH ITS ATTORNEY GENERAL, ROBERT F. ABRAHAMSON, PLAINTIFF,**

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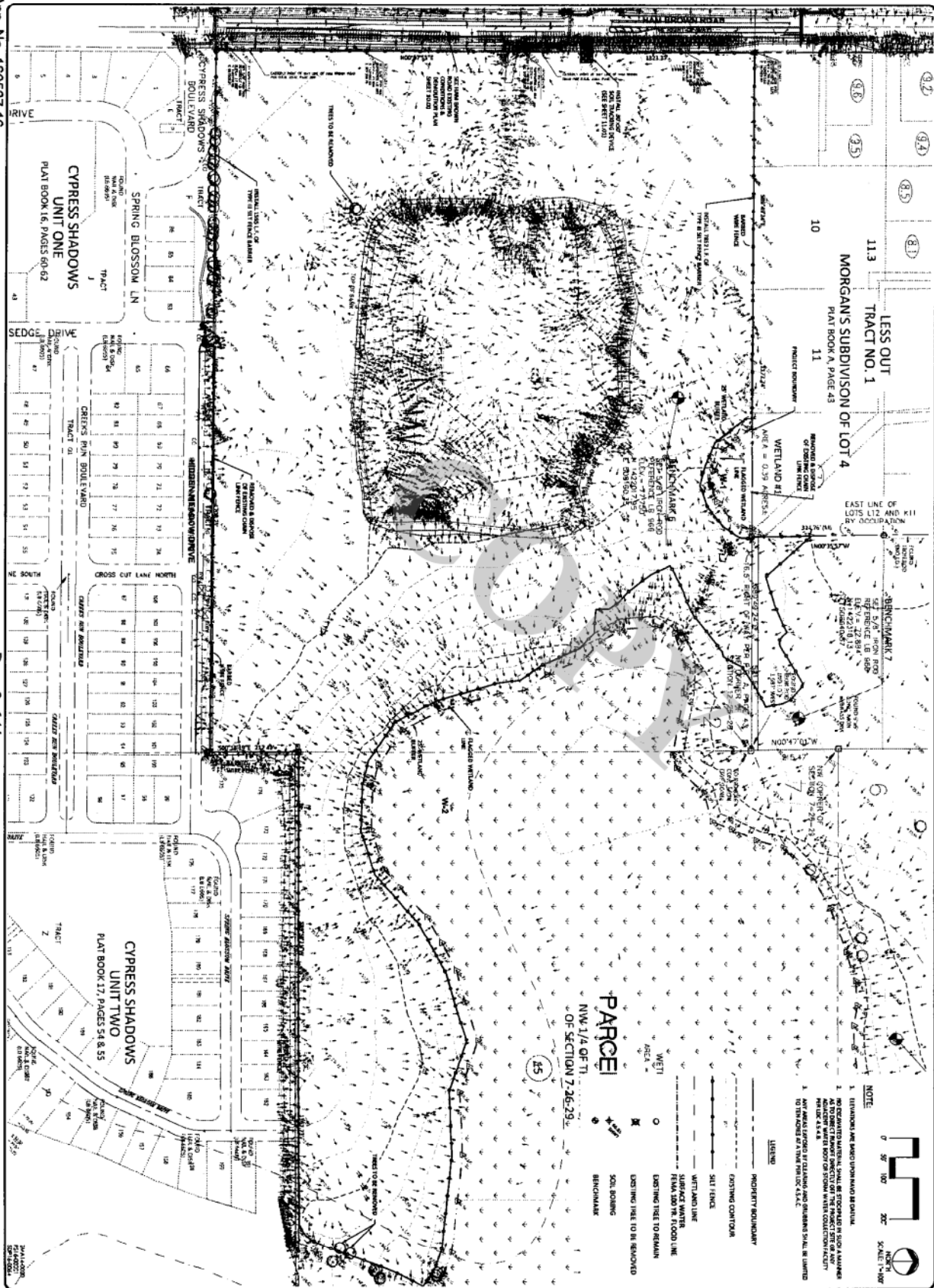
**Sunshine811.com**

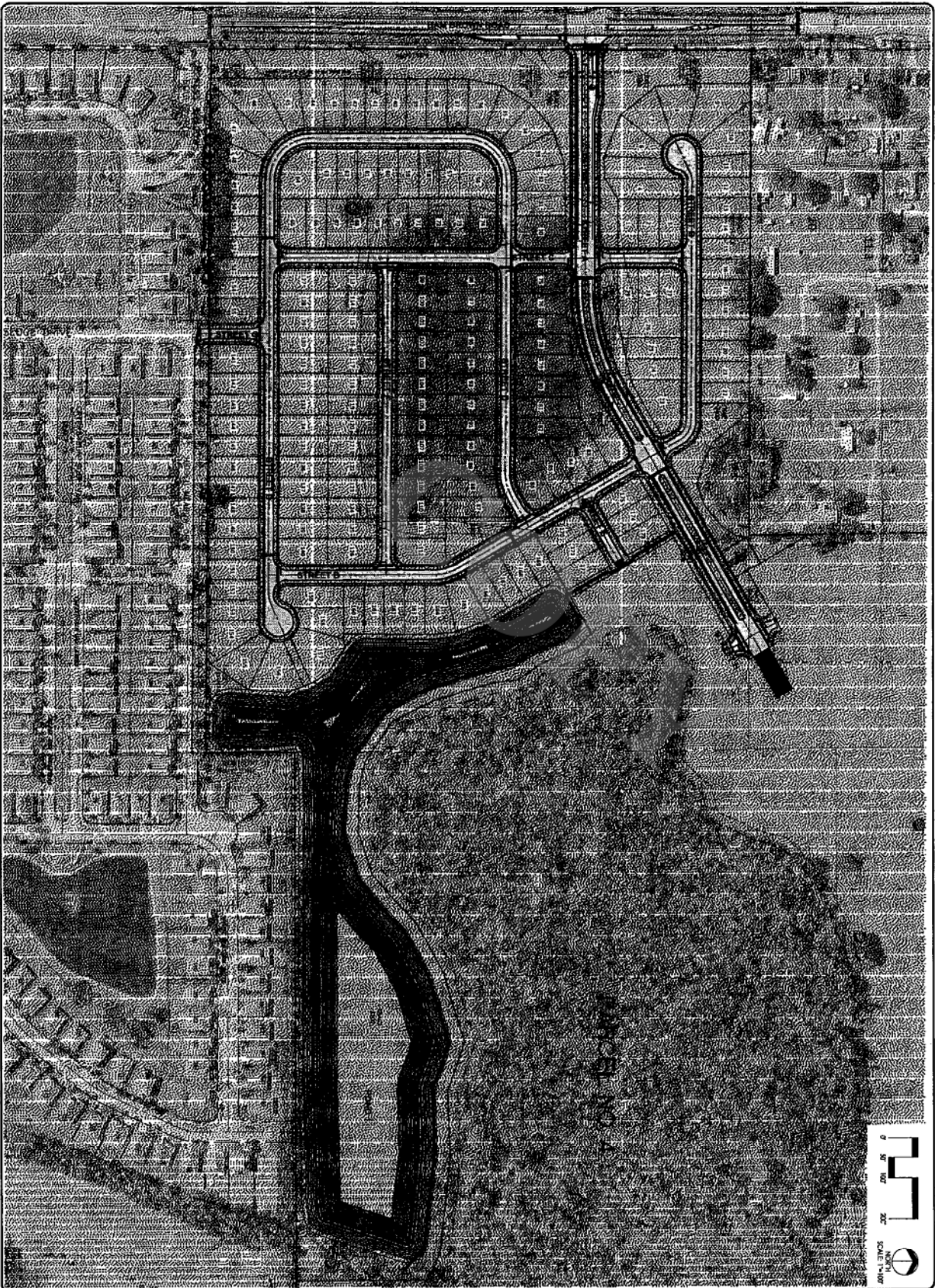
**PROJECT No.: 1070.001**

1.00









SHEET NO. <b>2.02</b>	TOTAL 2/21/2016 AS SHOWN PROJECT NO. 100.000 DRAWN BY CHECKED BY DATE	<b>WOODLANDS</b> CISCORA COUNTY, FLORIDA PREPARED FOR: TRAVEL WEB PARTNERS, INC.		CIVIL Engineer STEVEN N. BOYD, P.E. License No. 43225
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**EXHIBIT "E"**

**COMMON AREA TRACT(S)**

[illegible]