

⑧ 108 pages \$915.50

DOCH 20120150525 B: 10350 P: 1807  
03/21/2012 03:54:38 PM Page 1 of 108  
Rec Fee: \$919.50  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: AKERMAN SENTERFITT AND EI



**DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR MILLENNIA PARK**

Prepared By And After Recording Return to:  
Robert M. Poppell, Esq.  
Akerman Senterfitt  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
(407) 423-4000

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I DEFINITIONS .....	1
ARTICLE II PROPERTY SUBJECT TO DECLARATION .....	6
Section 1.    Property.....	6
Section 2.    Annexation and Withdrawal .....	6
ARTICLE III PERMITTED USE.....	7
Section 1.    Residential Property.....	7
Section 2.    Common Property.....	7
ARTICLE IV COMMON PROPERTY.....	7
Section 1.    Additional Common Property.....	7
Section 2.    Restriction on Use of Common Property.....	8
Section 3.    Encumbrance as Security.....	8
Section 4.    Use by Owners.....	8
Section 5.    Delegation of Use .....	9
Section 6.    Waiver of Use .....	10
Section 7.    Administration and Care.....	10
Section 8.    Rules and Regulations.....	10
Section 9.    Payment of Assessments Not Substitute for Taxes.....	10
Section 10.   Intentionally Blank.....	10
Section 11.   Gated Community; Private Streets.....	10
ARTICLE V ASSOCIATION .....	11
Section 1.    Membership .....	11
Section 2.    Voting Rights.....	12
Section 3.    Change of Membership.....	13
Section 4.    Declarant Right to Appoint Directors .....	13
ARTICLE VI FUNCTIONS OF ASSOCIATION .....	14
Section 1.    Objectives, Purposes and Function .....	14
Section 2.    Duties and Powers, Generally.....	14
Section 3.    Common Property.....	14
Section 4.    Personal Property and Real Property for Common Use .....	15
Section 5.    Duties of the Association .....	15
Section 6.    Powers of Association.....	17
Section 7.    Limitations and Restrictions on Power of Association.....	18
Section 8.    Limitations and Restrictions on Power of Association to Act Without Member Approval.....	20
Section 9.    No Compensation to Directors or Officers .....	21
ARTICLE VII EASEMENTS.....	21
Section 1.    Access and Use Easements .....	21
Section 2.    Utility Easements .....	22

Section 3.	Declarant Easements .....	22
Section 4.	Service Easements .....	23
Section 5.	Emergency, Security and Safety .....	23
Section 6.	Easements of Encroachment .....	23
Section 7.	Stormwater Easements.....	23
Section 8.	Wall, Entrance Feature and Landscape Easements.....	24
Section 9.	Planting and Screening Easements .....	24
Section 10.	Construction and Marketing Easements .....	24
Section 11.	Association Easements.....	25
Section 12.	Sidewalk/Pedestrian Trail Easements .....	25
Section 13.	Conservation Easements .....	25
Section 14.	Future Easements .....	26
Section 15.	Extent of Easements.....	26
ARTICLE VIII ASSESSMENTS .....		28
Section 1.	Creation of the Lien and Personal Obligations of Assessments .....	28
Section 2.	Purpose and Establishment of Annual Assessments.....	28
Section 3.	Capital Budget and Reserve Fund Contribution .....	29
Section 4.	Timing of and Budgeting for Annual Assessments and Allocation of Assessments.....	29
Section 5.	Special Assessments .....	30
Section 6.	Assessment of Declarant.....	31
Section 7.	Duties of the Board .....	31
Section 8.	Working Capital.....	31
Section 9.	Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of Association .....	32
Section 10.	Subordination of the Lien to the Mortgages; Mortgagees' Rights .....	33
Section 11.	Certificates of Status .....	34
Section 12.	Exempt Property .....	34
ARTICLE IX ARCHITECTURAL CONTROL .....		34
Section 1.	Reservation of Architectural and Landscape Control.....	34
Section 2.	Architectural Review Board .....	35
Section 3.	Lots .....	36
Section 4.	ARB Fees; Assistance.....	37
Section 5.	Architectural Guidelines .....	37
Section 6.	Inspection and Noncompliance.....	37
Section 7.	Enforcement.....	37
Section 8.	No Liability for Actions.....	38
Section 9.	No Waiver.....	38
Section 10.	Exemption of Declarant .....	38
ARTICLE X RESTRICTIVE COVENANTS .....		38
Section 1.	Applicability .....	38
Section 2.	Land Use and Building Type .....	38

Section 3.	Mining or Drilling.....	39
Section 4.	Subdivision or Partition .....	39
Section 5.	Use of Utility Easement Areas.....	39
Section 6.	Restriction Against Short Term Rentals .....	39
Section 7.	Intentionally Blank.....	39
Section 8.	Garages .....	39
Section 9.	Driveways and Sidewalks.....	39
Section 10.	Additional Structures .....	40
Section 11.	Walls, Fences, Hedges and Hurricane Panels.....	40
Section 12.	Landscaping .....	40
Section 13.	Maintenance .....	41
Section 14.	Mailboxes.....	41
Section 15.	Utility Connections .....	41
Section 16.	Approved Builders .....	41
Section 17.	Pets, Livestock and Poultry.....	41
Section 18.	Commercial Trucks, Trailers, Campers and Boats .....	41
Section 19.	No Outdoor Drying .....	42
Section 20.	Unit Air Conditioners, Screening of Equipment and Reflective Materials .....	42
Section 21.	Exterior Antennas .....	43
Section 22.	Chain Link Fences .....	43
Section 23.	Skateboard Ramps .....	43
Section 24.	Solar Heating Panels.....	43
Section 25.	Basketball Goals and Equipment.....	43
Section 26.	Children’s Play Structures .....	43
Section 27.	Outside Storage and Storage Sheds .....	43
Section 28.	Owner’s Obligation to Rebuild.....	43
Section 29.	Soliciting.....	44
Section 30.	Drainage .....	44
Section 31.	Flags.....	44
Section 32.	Solar Equipment.....	44
Section 33.	Trash Containers and Collection.....	44
Section 34.	Spa and Pool Equipment.....	44
Section 35.	Street Lighting .....	44
Section 36.	Use of Name “Millennia Park” .....	44
Section 37.	Signs.....	45
Section 38.	Window Treatments.....	45
Section 39.	Lakes and Ponds .....	45
Section 40.	Amendment to Use Restrictions .....	45
Section 41.	Additional City Imposed Restrictions.....	46
Section 42.	Additional FDEP Imposed Restrictions.....	46
Section 43.	Precedence Over Less Stringent Governmental Regulations .....	47
ARTICLE XI TURNOVER.....		47
Section 1.	Time of Turnover.....	47
Section 2.	Procedure for Calling Turnover Meeting.....	48
Section 3.	Procedure for Meeting .....	48



ARTICLE XII DECLARANT’S RIGHTS .....	48
ARTICLE XIII MORTGAGEE PROVISIONS .....	49
Section 1. Notices of Action .....	49
Section 2. No Priority .....	49
Section 3. Notice to Association .....	50
Section 4. Amendments by Board .....	50
Section 5. Applicability of this Article .....	50
Section 6. Failure of Mortgagee to Respond .....	50
ARTICLE XIV INSURANCE AND CASUALTY LOSSES .....	50
Section 1. Insurance .....	50
Section 2. Individual Insurance .....	52
Section 3. Damage and Destruction .....	52
Section 4. Disbursement of Proceeds .....	53
Section 5. Repair and Reconstruction .....	53
ARTICLE XV NO PARTITION .....	53
ARTICLE XVI CONDEMNATION .....	54
ARTICLE XVII GENERAL PROVISIONS .....	54
Section 1. Duration .....	54
Section 2. Amendments by Members .....	55
Section 3. Amendments by Declarant .....	55
Section 4. Restrictions on Amendments .....	55
Section 5. Assignment of Rights and Duties .....	56
Section 6. Special Exceptions and Variations .....	56
Section 7. MSTUs/MSBUs .....	56
Section 8. Surface Water Management System .....	56
Section 9. Reclaimed Water .....	57
Section 10. Enforcement .....	57
Section 11. Severability .....	58
Section 12. Interpretation .....	58
Section 13. Authorized Action .....	58
Section 14. Termination .....	59
Section 15. Execution of Documents .....	59
Section 16. Indemnification .....	59
Section 17. Prohibited Actions .....	60
Section 18. Singular, Plural and Gender .....	60
Section 19. Construction .....	60
Section 20. Notice .....	60
Section 21. Covenants Run With the Land .....	60
Section 22. Not a Public Dedication .....	61
Section 23. Breach Shall Not Permit Termination .....	61
Section 24. Attorneys’ Fees .....	61
Section 25. Negation of Partnership .....	61

Section 26. Non-Merger.....61

**DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR MILLENNIA PARK**

**THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MILLENNIA PARK (“Declaration”)** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by **K. HOVNANIAN HOMES OF FLORIDA I, LLC.**, a Florida limited liability company, whose mailing address is 250 Park Avenue South, Suite 380 Winter Park, Florida, 32789, hereinafter referred to as **“Declarant.”**

**RECITALS:**

A. Declarant is the owner of certain real property located in the City of Orlando, Orange County, Florida and more particularly described on **Exhibit “A”** attached hereto and hereby incorporated herein (**“Property”**).

B. Declarant intends that the Property be developed as a single-family residential community known as “Millennia Park”.

C. Declarant is the developer of the community pursuant to the Association Act.

D. Declarant desires to ensure that the Property is subdivided, developed, improved, occupied, used and enjoyed pursuant to a uniform plan of development, and in this regard, Declarant desires to impose this Declaration upon the Property and possibly upon certain other properties, as more particularly described in this Declaration, that are now or hereafter owned by Declarant, at such time and pursuant to such processes as are more particularly described in this Declaration, to the effect that such other properties shall be subject to the covenants, conditions, easements and restrictions more particularly set forth herein.

E. Declarant further intends that the properties subjected to this Declaration will be developed with various common properties and facilities benefiting all owners of such property, all as more particularly set forth in this Declaration.

**NOW, THEREFORE,** Declarant, as the owner of fee simple title to the Property, hereby declares that all of the Property is and shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with, subject to the easements, covenants, conditions, restrictions, reservations, liens and charges contained within this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and shall run with title to the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property, or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said Property.

**ARTICLE I**  
**DEFINITIONS**

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. **“Architectural Guidelines”** shall mean and refer to any criteria, guidelines and Rules and Regulations adopted by the ARB, from time to time, including any amendments thereto, pertaining to the architectural guidelines, criteria and control provisions applicable to development within the Property, all pursuant to Article IX of this Declaration.

B. **“Architectural Review Board”** or **“ARB”** shall refer to any body/board established pursuant to the provisions of, and for the purposes set forth in, Article IX of this Declaration.

C. **“Articles of Incorporation”**, or **“Articles”** and **“Bylaws”** shall mean the Articles of Incorporation and the Bylaws of the Association as they may exist from time to time pursuant to, and in compliance with, the provisions of this Declaration, a true and correct copy of which, as same exist as of the date of recording of this Declaration, are attached hereto as Exhibits “B” and “C”, respectively.

D. **“Assessments”** shall mean and refer to any assessments of an Owner by the Association for Common Expenses and other items pursuant to, and in accordance with, and for the purposes specified in, Article VIII of this Declaration.

E. **“Association”** shall mean the Millennium Park Homeowners Association, Inc., a Florida not for profit corporation, its successors and assigns.

F. **“Association Act”** shall mean and refer to the laws of the State of Florida applicable to the operations of the Association, from time to time, including, but not necessarily limited to, those laws set forth in Chapters 617 and 720, Florida Statutes, 2011, as same may be amended from time to time.

G. **“Board”**, **“Board of Directors”** or **“Directors”** shall mean the Board of Directors of the Association.

H. **“Builder”** shall mean and refer to a person or other entity that acquires title to any portion of the Property that is in the business of constructing residential buildings.

I. **“City”** shall mean and refer to the City of Orlando, Florida specifically including each and all of its departments and agencies.

J. **“Common Expenses”** shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other services required or authorized to be performed by the Association, and for any other purpose or function of the Association, pursuant to this Declaration, including, but not limited to, expenditures incurred with respect to Common Property, all as may be found to be reasonably necessary by the Board pursuant to this Declaration, or the Bylaws or the Articles of Incorporation of the Association. Except as otherwise expressly set forth in this Declaration, the Articles of Incorporation, or the Bylaws, all undertakings, duties, responsibilities, obligations, activities, outlays, and costs and expenses of the Association concerning the Property, the community, and the Common Property, and in enforcing the terms, conditions, and provisions of this Declaration, the Articles of Incorporation, the Bylaws, the Community-Wide Standard, and the Rules and Regulations, shall all be done at Common Expense.

K. **“Common Property”** shall mean and refer to all real and personal property from time to time owned or held by the Association, or any rights or interests of the Association in any real or personal property, including, but not limited to, Common Streets and Roads and the Surface Water Management System, and any Conservation Areas, and further including the benefit of all easements, rights and other interests established in favor of the Association by this Declaration or any plat of the Property or any portion thereof.

L. **“Common Streets and Roads”** 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 Plat and all paving, curbs and other improvements, facilities and appurtenances constituting part of the roadway system within the Property, including, but not limited to, entryway gates and related improvements and facilities intended to control access to and from the Property, streets lights, traffic control signage and utility lines within such rights-of-way, and that certain driveway extending from Tract "P", as depicted in that certain plat of Millennia Park Phase 1 recorded in Plat Book 76, Page 26, Public Records of Orange County, Florida (**"Phase 1 Plat"**), extending from said Tract "P" to the public right-of-way of Orlando-Vineland Road, conveyed to the Association as Common Property pursuant to this Declaration; but specifically not including any utility lines located within such rights-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property; and provided, further, that Common Streets and Roads shall not include any areas, improvements or facilities from and after the time that such areas, improvements or facilities are dedicated to the County or other appropriate governmental or quasi-governmental entity.

M. **“Community-Wide Standard”** shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Declarant initially, and until the time of Turnover, shall establish any such Community-Wide Standard. Thereafter, such standard shall be determined by the Board and/or the ARB. The Community-Wide Standard may evolve as development progresses and as the community changes and evolves.

N. **“Conservation Areas”** 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 VII, Section 13.

O. **“County”** shall mean and refer to Orange County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

P. **“Declarant”** shall mean and refer to K. Hovnanian Homes of Florida I, L.L.C., a Florida limited liability company, and any successor or assign designated as the Declarant pursuant to the provisions of Article XVII, Section 5 of this Declaration.

Q. **“Declaration”** shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions for Millennia Park, as same may from time to time be amended.

R. **"Institutional Lender"** shall mean and refer to 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, Veteran's Administration, 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 in the County as an institutional lender or secondary mortgage-market institution that owns or holds, insures or guarantees, a first-lien or first priority position Mortgage encumbering a Lot.

S. **Intentionally Blank.**

T. **Intentionally Blank.**

U. **"Lot"** shall mean any numbered lot shown upon any recorded subdivision map or plat of all or any portion of the Property. "Lot" shall include any improvements from time to time constructed, erected, placed, installed or located thereon.

V. **"Member"** shall mean and refer to each member of the Association as provided in Article V of this Declaration and shall include all Owners.

W. **"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 terms of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, or under the Association Act.

X. **"Mortgage"** shall mean a permanent or construction mortgage, or any other form of instrument used to create a security interest in real property, including any collateral security documents executed in connection therewith.

Y. **"Mortgagee"** shall mean a beneficiary or holder of a Mortgage, including but not limited to, an Institutional Lender.

Z. **"Owner"** shall mean and refer to the owner as shown by the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities), of fee simple title to any Residential Property. Owner shall not mean or refer to the holder of a Mortgage or security deed unless and until such holder has acquired title pursuant to foreclosure proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

AA. **"Plat"** shall mean and refer to any of the plats of the Property, as recorded or to be recorded in the Public Records of the County.

BB. **"Property"** shall initially mean and include the real property described in Exhibit "A" attached hereto and, if and when added in accordance with the terms and conditions hereof, shall also include real property which is in the future subjected to this Declaration under the provisions of Article II hereof.

CC. **"PSP/DP"** shall mean and refer to any preliminary subdivision plan/development plan for the Property as approved by the City from time to time. The term PSP/DP shall include final engineering plans to the extent approval of such engineering plans is the equivalent of PSP/DP approval by the City.

DD. **"Residential Property"** shall mean (i) any Lot and (ii) any portion of the Property which has not been subdivided or platted into Lots, but which is shown, depicted or contemplated on any site plan or preliminary subdivision plan for development of single-family residential homes, including any improvements constructed thereon.

EE. **"Rules and Regulations"** shall mean and refer to any and all written rules, regulations, procedures, criteria, guidelines and standards of the Association: (1) governing and/or restricting the use of Property; (2) governing the conduct of the Members/Owners and members of such Member's/Owner's family, tenants, guests or other invitees; and (3) governing the operation of the Association, which rules and regulations are adopted by the Declarant, the Board, the ARB, or any duly appointed committee or subcommittee of the Board, pursuant to this Declaration, the Articles, the Bylaws or the Association Act, including, but not limited to, the Architectural Guidelines and the Community-Wide Standard, as any of such rules and regulations may be changed, modified, altered, amended, rescinded, supplemented and augmented from time to time.

FF. **"SFWMD"** shall mean and refer to the South Florida Water Management District or any successor governmental agency.

GG. **"Supplement"** shall mean any supplement, amendment or modification of this Declaration made consistent with, and pursuant to the provisions of, this Declaration.

HH. **"Surface Water Management System"** shall mean the system including, but not limited to, roadway and rear-yard under-drains, and stormwater drains, detention and retention areas and facilities, designed and constructed or implemented to control discharges which are necessitated by rainfall events, and incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise control the quantity and quality of discharges from the Property.

II. **"Tenant"** or **"tenant"** shall mean and refer to any tenant, lessee, subtenant, or sublessee of any Lot or improvement thereon, whether or not such relationship is documented by a lease, a sublease, or any other document or writing.

JJ. **"Turnover"** shall mean the transfer of operation of the Association by the Declarant pursuant to Section 720.307 of the Association Act.

KK. **"Unit(s)"** shall mean residential dwelling unit(s) allocated to any unplatted portion of the Residential Property. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units equal to the residential dwelling units designated for such parcel on any site plan or preliminary plat or subdivision plan approved by Declarant, whichever is more recent. Upon the recording of a plat or subdivision map of such parcel in the Public Records of the County, the Lots designated

on the plat or subdivision map shall constitute and replace the Units otherwise allocated to such platted parcel.

LL. “**Voting Member**” shall mean the Declarant as to votes allocated to the Class C Member, and the Owners of Lots/Units as to the votes allocated to Class A Members or Class B Members.

**ARTICLE II**  
**PROPERTY SUBJECT TO DECLARATION**

Section 1. Property. The Property is hereby made subject to, and encumbered, governed, benefited and burdened by, this Declaration.

Section 2. Annexation and Withdrawal.

A. Declarant hereby reserves to itself, and shall hereinafter have, the right, but not the obligation, at any time and from time to time prior to Turnover, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, including any Owner: (i) to impose this Declaration upon any real property that has a land use designation that allows for single family residential development (with, as applicable, the consent of the fee simple owner or owners of any such real property); and (ii) to withdraw from the provisions of this Declaration any of the Property which continues to be owned by the Declarant, or by any party that owns such real property and consents to the withdrawal, and which has not been expressly designated herein as Common Property or depicted as such on a Plat. Annexations or withdrawals under this Subsection 2.A. shall be accomplished by execution by Declarant of a Supplement describing the real property to be annexed or withdrawn, as the case may be, and shall become effective when such Supplement is recorded among the Public Records of the County, unless otherwise provided therein.

B. Subject to the consent of the owner thereof, and, while the Declarant owns any portion of the lands located within the Property, with consent of the Declarant, which consent may be granted or withheld in the sole and absolute discretion of Declarant, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association any real property that has a land use designation that allows for single family residential development. Such annexation by the Association shall require the affirmative vote of a majority of the voting interests of the Members present at a meeting duly called for the purpose of considering and voting upon such annexation. The annexation of land under this Subsection 2.B., shall be accompanied by the recordation in the Public Records of the County of a Supplement describing the property being annexed, signed by the President and Secretary of the Association, the Declarant and by the owner of the property being annexed. Any such annexation shall be effective upon recording unless otherwise provided therein.

C. No provision of this Declaration shall be construed to require Declarant or any other person or entity to annex or withdraw any real property to or from the scheme of this Declaration.

D. The Declarant hereby reserves the right to seek and obtain governmental approval to modify from time to time the Plat or PSP/DP. The Declarant shall not be required to



follow any predetermined order of improvement or development of the Property; and Declarant may annex additional lands and develop them before completing the development of the Property as originally or from time to time constituted. Prior to Turnover, the Declarant shall have the full power to add to, subtract from or make changes in the lands included within the Property regardless of the fact that such actions may alter the relative voting strength of the Members of the Association.

E. Covenants and restrictions applicable to annexations to the Property shall be compatible with, but need not be identical to, the covenants and restrictions set forth in this Declaration. Such a condition is retained by Declarant in recognition that within the Property there may be a variety of housing types and development parameters, conditions and restrictions, thereby necessitating differing restrictive covenants.

### **ARTICLE III** **PERMITTED USE**

Section 1. Residential Property. Except as hereinafter provided in Article VII, Section 10 of this Declaration, Residential Property shall be improved as and used, occupied and enjoyed solely and exclusively for single family residential dwelling purposes and no other uses or purposes whatsoever.

Section 2. Common Property. Common Property shall be improved, maintained, used, and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of all Owners and their guests and invitees.

### **ARTICLE IV** **COMMON PROPERTY**

Section 1. Additional Common Property. In addition to the property and interests in property included within the term "Common Property" as defined in Article I of this Declaration, Declarant, in its sole and absolute discretion, shall have the right to convey to the Association, and the Association shall be obligated to accept from Declarant, any other property, real or personal, or interests therein, so long as such property is, in the sole discretion of Declarant, useful for the common recreation, health, safety, welfare, benefit or convenience of the Owners, provided said additional land is not encumbered by any lien or notice of violation. Any such additional property conveyed to the Association shall become and thereafter continue to be Common Property which shall be subject to all covenants, conditions, restrictions, easements and reservations set forth in this Declaration with respect to all other Common Property. In furtherance of the foregoing, the primary access corridor to the Property is the publically dedicated right-of-way depicted as Tract "S" on the Phase 1 Plat and ownership of Tract "S" remains with Declarant. However, it is Declarant's intent to convey such Tract "S" to the City in order to fulfill the intent to publically dedicate said Tract "S" as evidenced in the Notes and Dedication reflected on the Phase 1 Plat. If, for any reason, the attempt to deed such Tract "S" to the City is unsuccessful, (i) the Declarant will convey Tract "S" to the Association, subject to the public easements created by virtue of the Phase 1 Plat, (ii) the definition of "Property" shall be deemed expanded to include said Tract "S", and (iii) the Association will be obligated to accept conveyance of such Tract "S" as Common Property in accordance with this Article IV,

Section 1 of this Declaration. With respect to Tract "W" of the Phase 1 Plat, ownership of said Tract "W" will be conveyed to the Association, subject to the public easements created by virtue of the Phase 1 Plat, and the Association will be obligated to accept such conveyance of such Tract "W" as Common Property in accordance with this Article IV, Section 1 of this Declaration. However, the Association's duties and obligations to maintain such Tract "W" are subordinate to the City's obligations to maintain said Tract "W".

Section 2. Restriction on Use of Common Property. The Common Property shall, subject only to the easements specified in Article VII of this Declaration, be developed, improved, maintained, used and enjoyed solely for the purposes specified in this Declaration and in the instrument of conveyance conveying such Common Property to the Association, and for the common health, safety, welfare, benefit and recreation of the residents of and visitors to the Property and for no other purpose or purposes whatsoever.

Section 3. Encumbrance as Security. The Association shall have the right in accordance with this Declaration and the Articles of Incorporation and Bylaws to (i) borrow money for the purpose of improving, replacing, restoring or expanding the Common Property and to mortgage or otherwise encumber the Common Property solely as security for any such loan or loans and (ii) engage in purchase money financing with respect to personal property and equipment purchased by the Association in connection with the performance of its duties and obligations pursuant to this Declaration and to secure the payment of the purchase price therefor by the encumbrance of the personal property and equipment so purchased; it being expressly provided, however, that any such mortgage or other encumbrance shall (i) be subject in all respects to the terms and provisions of this Declaration and any amendments hereto, and (ii) be made subordinate to the rights of the City or any other governmental agency in and to the Common Property, including but not limited to the Surface Water Management System. In no event shall the Association be entitled or empowered to mortgage or otherwise encumber any easements granted to it.

Section 4. Use by Owners. Subject to any reasonable Rules and Regulations adopted and promulgated pursuant to this Declaration, and subject always to any and all easements granted or reserved in this Declaration, each and every Owner shall have the non-exclusive right, privilege and easement to use and enjoy the Common Property for the purpose or purposes for which the same is conveyed, designated and intended by Declarant and maintained by the Association, and such nonexclusive right, privilege and easement shall be an appurtenance to and shall pass with the title to each and every Lot within the Property; subject, however, at all times to the terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration including, without limitation, the following:

A. **If a Member is delinquent for more than ninety (90) days in the paying of any Monetary Obligation, the Association may suspend, until such Monetary Obligation is paid, the rights of a Member and such Member's family, tenants, guests or other invitees to use the Common Property and facilities located thereon; provided, however, that: (i) any such suspension of the Common Property use rights may not impair the right of a Member or Tenant of any Residential Property to have vehicular and pedestrian ingress to and egress from such Residential Property, including, but not limited to, the right to park; and (ii) no suspension of use rights shall apply to any portion of Common Property that must be used to provide access or**

utility services to the subject Residential Property. Notwithstanding the foregoing, in no event shall temporary interference for purposes of appropriate identification at and clearance through access gates be deemed to be an unreasonable interference with any Member's or Tenant's right to use the Common Streets and Roads for ingress and egress from such Residential Property. Any suspensions to be imposed pursuant to this Subsection A. must be approved at a properly noticed Board meeting.

B. The Association may suspend, for a reasonable period of time, the right of a Member and such Member's family, tenants, guests or other invitees, to use the Common Property and facilities for the failure of the Member or such Member's family, tenants, guests or other invitees to comply with any provision of this Declaration, the Bylaws, or the Rules and Regulations. A suspension pursuant to this Subsection B may not be imposed without at least fourteen (14) days' prior written notice to the person sought to be suspended and a single opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association ("**Committee**"). If the Committee, by majority vote, does not approve a proposed suspension, it may not be imposed by the Association. The Committee's written recommendation shall be delivered to the Board within fourteen (14) days after the date of the Committee's hearing. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Member and, if applicable, to any affected tenants, guests or other invitees of the Member's Residential Property.

C. The right of the Association to limit the number of guests of Owners who may use the Common Property from time to time and to limit the use of the Common Property by persons not in possession of a Lot at a particular time but owning a sufficient interest therein for classification as an Owner and Member of the Association.

D. The right of the Association to establish, promulgate and enforce reasonable Rules and Regulations pertaining and with respect to the use of the Common Property pursuant to Section 8 of this Article IV.

E. The right of the Association to charge reasonable admission and other fees to or for the use of the Common Property, other than for the use of easements established created or declared pursuant to this Declaration or any Plat of the Property.

F. The right of the Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Property.

Section 5. Delegation of Use. Any Owner shall be entitled to and may delegate the right, privilege and easement to use and enjoy the Common Property to the members of such Owner's family, tenants, guests or other invitees; subject, at all times, however, to such reasonable Rules and Regulations governing such delegation as may be established, promulgated and enforced by the Association pursuant to Section 8 of this Article IV. In the event and for so long as an Owner shall delegate such right, privilege and easement for use and enjoyment to tenants who reside on such Owner's Lot, the Association shall be entitled, after the adoption and promulgation of appropriate Rules and Regulations with respect thereto, to limit or restrict the

right of the Owner making such delegation to a tenant in the simultaneous exercise of such right, privilege and easement of and for the use and enjoyment of the Common Property.

Section 6. Waiver of Use. No Owner may exempt itself from personal liability for, or exempt such Owner's Residential Property from, any Assessments duly levied by the Association, or release the Residential Property owned by such Owner from the liens, charges, encumbrances and other provisions of this Declaration, or the Rules and Regulations of the Association, by (i) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Property, (ii) the abandonment of such Owner's Lot or (iii) by conduct which results in the Association's suspension of such right, privilege and easement for use and enjoyment of the Common Property as provided in Section 4 of this Article IV.

Section 7. Administration and Care. The administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property shall be the responsibility of the Association as more particularly provided in Article VI of this Declaration, the Bylaws and in the Articles of Incorporation.

Section 8. Rules and Regulations. In addition to the foregoing restrictions on the use of Common Property, the Association shall have the right, power and authority, subject to the prior written consent and approval of Declarant until Turnover, to promulgate and impose reasonable Rules and Regulations governing and/or restricting the use of Common Property; provided, however, that no Rules or Regulations so promulgated shall be in conflict with the provisions of this Declaration. The Rules and Regulations promulgated by the Association shall be applicable to and binding upon all Common Property and all Owners and their successors and assigns, as well as upon all members of their families, their tenants, guests, and other invitees and upon all other parties claiming by, through or under such Owners.

Section 9. Payment of Assessments Not Substitute for Taxes. The payment of Assessments from time to time established, made, levied, imposed and collected by the Association pursuant to this Declaration, including, without limitation, those for the maintenance of the Common Property, shall not be deemed to be a substitute for or otherwise relieve any Owner from paying any other taxes, fees, charges or assessments imposed by the County, or any other governmental authority.

Section 10. Intentionally Blank.

Section 11. Gated Community; Private Streets. Declarant intends that the Property be approved and developed as a gated community limiting access by the public through the utilization of entryway gates and related improvements, with ownership of such gates and improvements by the Association. By acceptance of a deed or other conveyance to Residential Property, each Owner shall be deemed to have acknowledged that such gates and the Common Streets and Roads are privately owned by the Association, are not public, and shall be maintained by the Association as and to the extent provided in this Declaration, and each such Owner shall further be deemed to have agreed that the Declarant's and Association's liability and responsibility with respect to the Common Streets and Roads shall be only as and to the extent provided in this Declaration.

Notwithstanding the private ownership of the Common Streets and Roads, neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees or agents shall, in any manner or way, 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 any tenant, guest, invitee, employee, agent or family member of such Owner, or of any property, whether real or personal, 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, Association or such entryway gates and related improvements to limit or control access to the Property or by reason or on account of the ineffectiveness of any activities directed, conducted, maintained or supported by the Declarant or Association for that purpose. In this regard, each Owner, 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 Residential Property, be deemed to have acknowledged, understood and agreed to the foregoing and further (a) that notwithstanding any efforts or activities on the part of the Declarant or Association to limit or control access to the Property, each Owner for itself and on behalf of any tenants, employees, agents, guests, invitees and family members of such Owner, (i) shall take title to its Residential 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 (ii) waives, and releases Declarant and Association from, any and all claims, losses, damages, causes of action or liabilities 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 (b) 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 any of Owner's tenants, employees, agents, guests, invitees or family members relied upon, any representation or warranty, whether express or implied, pertaining to (i) the exclusivity or safety of the Property, (ii) the effectiveness of any activities directed, conducted, maintained or supported by the Declarant or Association in order to provide for the exclusivity of, or limit or control access to, the Property, or (iii) the safety or security of persons or property while located or situate on or within the Property.

The enforcement of traffic laws within the Property, as requested by the Association, shall be by the County sheriff or City police force, as appropriate, and all costs of enforcement incurred by the applicable law enforcement agency shall be paid by the Association as a Common Expense. Nothing in the foregoing is intended, however, to prevent the Association from directing, conducting, maintaining or supporting private security and traffic enforcement services within the Property, provided that same are not inconsistent with any agreement between the Association and County sheriff or City police force, as may be appropriate.

## ARTICLE V ASSOCIATION

Section 1. Membership. The Declarant and every Owner shall be Members of the Association. By acceptance of a deed or other instrument evidencing its ownership interest in the Residential Property, each Owner accepts membership in the Association, acknowledges the authority of the Association herein stated, and agrees to abide by and be bound by the provisions

of this Declaration, the Articles of Incorporation, the Bylaws, and other Rules and Regulations of the Association adopted pursuant to the provisions of this Declaration. In addition to the foregoing, each Owner shall cause its family members, tenants, guests and other invitees to abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws and other Rules and Regulations of the Association adopted pursuant to the provisions of this Declaration.

Section 2. Voting Rights. The voting rights of the Members of the Association shall be allocated and exercised as set forth in the following provisions of this Section 2 or as otherwise required by the Association Act. In the event of a conflict between this Section 2 and the Association Act, the Association Act shall control.

A. Membership in the Association shall be divided into Class A, Class B and Class C Members and the membership in each such class, and the voting rights applicable thereto, shall be allocated as follows:

Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant (prior to Turnover). Class A Members shall be allocated one vote for each Lot in which they hold the interest required for membership in the Association pursuant to Section 1 above.

Class B. Class B Members shall be Owners of portions of Residential Property, other than the Declarant (prior to Turnover), that have not been subdivided or platted into Lots. It is contemplated, but not required, that Class B Members shall be Builders or developers who purchase an unsubdivided pod or parcel of land from Declarant with the intention of platting the pod or parcel into Lots. Class B Members shall be allocated one vote for each Unit planned for, or allocated to, such Residential Property pursuant to any site plan or preliminary plat or subdivision plan approved by Declarant. Class B Members shall automatically become Class A Members as to the Lots created upon subdivision or platting of such pod or parcel of land. In the event that an Owner of an unsubdivided pod or parcel of land conveys a portion of such pod or parcel to a third party, then the conveying Owner and the third party shall both be Owners with respect to the land which each of them owns and the number of Units, and the corresponding number of votes allocated to each such Unit, shall be as determined between such conveying Owner and the third party purchaser.

Class C. The Class C Member shall be the Declarant, or its specifically designated (in writing) successor. The Class C Member shall be allocated a number of votes equal to three times the total number of Class A and Class B votes at any given time; provided, however, that Class C membership shall cease and become converted to Class A or Class B membership, as appropriate, upon Turnover of the Association as set forth in Article XI of this Declaration.

B. When any Residential Property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or

creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to represent such Residential Property and exercise all rights of membership in the Association with respect thereto, including, but not limited to, voting (one (1) vote per Unit or, upon platting, per Lot) with respect to such Residential Property and shall notify in writing the Secretary of the Association of the name of such individual. The vote of each official representative shall be considered to represent the will of all the Owners of that Residential Property. In the circumstance of such common ownership, if the Owners fail to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification the Owner may not vote until the Owner(s) appoint their official representative pursuant to this paragraph.

C. The voting rights of any Owner may be assigned (for the duration of the lease only) by an Owner to its tenant, if the tenant has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such tenant any vote or votes not attributable to the property actually leased by such tenant. No such assignment shall be effective until written notice thereof has been received by the Association.

D. The voting rights of any Owner may be suspended for failure to pay Monetary Obligations as provided in Article VIII, Section 9, of this Declaration.

### Section 3. Change of Membership.

A. Change of membership in the Association shall be established by recording in the Public Records of the County of a deed or other instrument conveying record fee title to Residential Property, and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner with respect to such conveyed land shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by its predecessor in interest until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Residential Property acquired.

B. An Owner's membership interest in the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Residential Property. Membership in the Association by all Owners shall be compulsory and shall continue as to each Owner until such time as such Owner of record transfers or conveys all of its interest in the Residential Property upon which its membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which such membership is based.

Section 4. Declarant Right to Appoint Directors. Prior to Turnover, Declarant, as the Class C Member, shall have the sole and absolute right to appoint all of the members of the Board of Directors; provided, however, that if at anytime Declarant is not permitted under



Florida law to appoint such Directors, then the Class C Member shall have the sole and absolute right to elect all such Directors, which election, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class C Member, in lieu of a meeting of the Class C Member. Prior to Turnover, Directors may only be removed and replaced by Declarant, as the Class C Member, pursuant to this Declaration, the Articles of Incorporation, and the Bylaws. Prior to Turnover, Directors need not be Members of the Association and need not be residents of the State of Florida; thereafter, all Directors, other than any Director elected by the Declarant pursuant to this Section 4 shall be Class A Members of the Association or designated representatives of Class B Members of the Association, 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 a felony or any offense in another jurisdiction that would be considered a felony 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. The term of office of the initial Directors of the Association shall expire at the time of Turnover, unless otherwise required by Florida law. After Turnover, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, the Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) member of the Board for as long as the Declarant is the Owner of at least five percent (5%) of the total number of the combined Lots and Units within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon the Declarant to exercise such right to elect such one (1) Director.

## **ARTICLE VI** **FUNCTIONS OF ASSOCIATION**

**Section 1. Objectives, Purposes and Function.** The Association has been created and established in order to advance the objects and purposes of this Declaration. The Association shall have exclusive jurisdiction over, and the sole responsibility for, (i) the administration and enforcement of this Declaration, (ii) the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in this Declaration, (iii) the administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property, (iv) the payment of all Common Expenses, and (v) the promotion and advancement of the health, safety and general welfare of the Members of the Association; all as more particularly provided in this Declaration and in the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

**Section 2. Duties and Powers, Generally.** In addition to those duties and powers conferred by law and those specified and enumerated in its Articles of Incorporation and Bylaws, the Association shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to this Declaration, including, without limitation, such duties and powers as may be reasonably necessary for, and incidental to, the accomplishment of the objects and purposes for which the Association has been created and established.

**Section 3. Common Property.** The Association, subject to the rights of the Owners set forth in this Declaration, as well as the maintenance obligations of the Owners set forth in



Article X, Section 13, shall be exclusively responsible for the management, operation and control of the Common Property and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas) and shall keep the Common Property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 4. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Prior to Turnover, the Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 5. Duties of the Association. The Association, acting by and through its Board, shall, in addition to those general and specific duties, responsibilities, obligations and powers elsewhere referenced in this Declaration or imposed upon it by law or specified in its Articles of Incorporation and Bylaws, have the following specific duties, responsibilities and obligations:

A. To pay all Common Expenses and any other expenses associated with the management and administration of the business and affairs of the Association.

B. To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in this Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association.

C. To maintain and operate all Common Property, subject to the obligations of Declarant set forth in Article IV and the maintenance obligations of the Owners set forth in Article X, Section 13, and all public rights of way (to the extent permitted by any governmental authority) which are located within or in a reasonable proximity to the Property, the deterioration of which would adversely affect the appearance or the operation of the Common Property. The Association shall adopt standards of maintenance and operation required by this and other Subsections within this Section 5 which are consistent with the Community-Wide Standard. In all events, however, the Common Property shall be maintained and operated in compliance with any and all governmental permits, rules, regulations or requirements.

D. To maintain, repair or replace any of the Property, or any improvements, structures, facilities or systems located thereon, as and to the extent provided in this Declaration and with respect to which the Association has been granted an easement for said maintenance.

E. To take any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in this Declaration or in the Articles of Incorporation or Bylaws.

F. To conduct the business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, and other important events. The

Association shall have the right to enter into management agreements, including with companies affiliated with Declarant, in order to provide its services, and perform its functions.

G. To establish and operate the ARB at such time that the Association is delegated such purpose and authority by the Declarant.

H. To adopt, publish and enforce such Rules and Regulations as the Board deems necessary in connection with the fulfillment of the duties and powers of the Association arising pursuant to this Declaration, the Articles of Incorporation, the Bylaws or by any other applicable laws.

I. At the sole option and discretion of the Board, to conduct recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

J. To construct improvements on Common Property as may be required to provide the services as authorized in this Article VI.

K. The Association may also provide exterior maintenance upon any Residential Property the responsibility for which maintenance belongs to the Owner of said Residential Property but which, in the opinion of the Board, requires such maintenance because said Residential Property is being maintained in a manner inconsistent with the Community-Wide Standard of the Property or other requirements of this Declaration. The Association shall notify the Owner of said Residential Property in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected the condition within fifteen (15) days after date of said notice, the Association may correct such condition. Said maintenance may include, but is not limited to, painting, repairs, replacement and maintenance of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, and other landscape items, walks and other exterior improvements. For the purpose of performing the exterior maintenance authorized by this Subsection 5.K., the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Residential Property or structures or improvements located therein at reasonable hours on any day except Saturday, Sunday and legal holidays; provided, however, the Association shall have the right of entry without notice, at any time and on any day, if necessary to correct an emergency situation. The cost of such maintenance shall be assessed against the Residential Property upon which such maintenance is performed as a Special Assessment as provided in Article VIII, Section 5.

L. To establish any use or amenity fees and promulgate Rules and Regulations respecting the use of Common Property and Association facilities by Members and persons other than Members.

M. To engage in any activities reasonably necessary to remove from the Common Property any pollutants, hazardous waste or toxic materials, and by Special Assessment, recover costs incurred from the Owner(s) causing or upon whose property such materials were located or generated.

N. Subject to the Board's sole discretion in determining the types of insurance coverages to purchase, and the amounts thereof, to provide adequate insurance protection on and for the Common Property and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection on and for the Association itself and its Officers (as defined in the Bylaws) and Directors, as well as for the members of the ARB established pursuant to this Declaration.

O. To act as the operating/responsible entity under, and to assume responsibility for compliance with, all permits or other governmental or quasi-governmental approvals assigned by Declarant to the Association, in Declarant's sole discretion, so long as such permits or approvals are, in the sole discretion of Declarant, useful or necessary for the common recreation, health, safety, welfare, benefit or convenience of the Property. Further in this regard, acceptance of such assignments from Declarant shall be mandatory upon the Association prior to Turnover. Notwithstanding anything in the foregoing to the contrary, no Owner may transfer to the Association any such permit or approval, or any obligation or responsibility arising thereunder, obtained by such Owner in conjunction with its development of such Owner's Residential Property ("**Owner Permit**"). Responsibility for compliance with the Owner Permit shall remain with the Owner.

Section 6. Powers of Association. The Association, acting by and through its Board, shall, in addition to those general and specific powers referred to herein or conferred upon it by law, and those powers specified in its Articles of Incorporation and Bylaws, have the following specific powers:

A. Except as may be limited by the terms of this Declaration and the Articles of Incorporation and Bylaws, 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 Property 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 Property, 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 the Property.

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 this Declaration and the Articles of Incorporation and Bylaws.

C. To establish, make, levy, impose, enforce and collect fines and temporarily suspend rights of use of Common Property against any Owner and Lot for any violation of the covenants, conditions and restrictions set forth in this Declaration, the Bylaws, or in the Rules and Regulations of the Association, 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 Property, 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 the limitations specified in Section 7 of this Article VI, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to this Declaration.

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 this Declaration, the Bylaws and the Articles of Incorporation; 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 Section 7 of this Article VI.

H. Subject to the rights of the County or City, as may be appropriate, under applicable franchise agreement, to itself 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 this Declaration, including, without limitation the employment of counsel and the institution and prosecution of litigation to enforce the provisions of this Declaration including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in this Declaration.

J. To encourage, cause, facilitate, assist and cooperate in the formation, establishment and operation of a Community Development District and/or Municipal Services Taxing Unit (“MSTUs”)/Benefit Unit (“MSBUs”).

Section 7. Limitations and Restrictions on Power of Association. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in this Declaration or in the Articles of Incorporation or Bylaws, prior to the Turnover, no party other than Declarant, either directly or through the members of the Board appointed/elected by Declarant, shall have the right to promulgate, enact, change, modify, alter,

amend, rescind, supplement or augment any Rules and Regulations. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in this Declaration or in the Articles of Incorporation or Bylaws, and without limiting the generality of any thereof, at any time that and for so long as Declarant owns any of the Property, the Association shall have no authority to, and shall not, undertake any action which shall:

A. decrease the level of maintenance services of the Association performed by the initial Board as specified in the Articles of Incorporation;

B. make any Special Assessment against or upon the Declarant's property or upon the Declarant;

C. modify, amend or alter the PSP/DP or Plat;

D. terminate or cancel any contracts of the Association entered into prior to Turnover, except that the Association may terminate any contract or lease, including any contract providing for the services of Declarant, entered into by the Association prior to Turnover without cause or without penalty or the payment of a termination fee at any time after Turnover upon not more than ninety (90) days notice to the other party, and provided further, any agreement for professional management of the Association or any agreement providing for services of the Declarant shall be for a term not to exceed one (1) year without the consent of fifty-one percent (51%) of the Voting Members; provided, however, that in no event shall such an agreement exceed a term of three (3) years. Any such agreement shall provide that the agreement may be terminated by either party without cause or without payment of a termination fee upon not more than ninety (90) days written notice;

E. terminate or waive any rights of the Association under this Declaration;

F. convey, lease, mortgage, alienate or pledge any easements or Common Property of the Association;

G. accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association from a party other than Declarant;

H. terminate or cancel any easements granted hereunder;

I. terminate or impair in any fashion any easements, powers or rights of the Declarant hereunder;

J. restrict the Declarant's right of use, access and enjoyment of any of the Property;

K. cause the Association to default on any obligation of it under any contract or this Declaration, unless the Declarant consents in writing to the prohibited action. The Declarant's consent shall be exercised by its appointee on the Board or other person designated to so act by the Declarant; or

L. modify, amend or change in any way any permits or other governmental or quasi-governmental approvals transferred or assigned to the Association by the Declarant, without the prior written approval of the Declarant.

Notwithstanding anything in the foregoing provisions of this Section 7 of this Article VI, any grant or reservation made by any document, and any contract with a term in excess of ten (10) years made by the Association before Turnover, that provides for the operation, maintenance or management of the Association or Common Property, must be fair and reasonable to the Association.

Section 8. Limitations and Restrictions on Power of Association to Act Without Member Approval. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in this Declaration, or in the Articles of Incorporation or Bylaws, and without limiting the generality of any thereof, the Association shall be prohibited from taking any of the following actions without the prior approval of a majority of the Members of the Association present, in person or by proxy, at a special meeting of the Members of the Association held for the specific purpose of obtaining member approval of the following actions:

A. The entry into of employment contracts or other contracts for the delivery of services or materials to the Association having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years duration; provided that the applicable contract or policy provides for and permits early cancellation by the insured.

B. The borrowing of any funds secured by a pledge, assignment or encumbrance of the right and duty of the Association to exercise its power to establish, make levy, impose, enforce and collect any Assessments for which provision is made in this Declaration whereby as a result of such pledge, assignment or encumbrance such right and power of assessment may be exercised by a party other than the Association or whereby the Association shall become obligated to establish, levy, enforce and collect any Assessment or Assessments in a particular amount or within a particular time so as to effectively divert from the Association and its Board the right, duty and discretion to establish, make, levy, impose, enforce and collect Assessments in such amounts and within such time periods as the Board, in its discretion, shall deem to be necessary and reasonable. It is expressly provided, however, that the foregoing limitation and restriction upon the pledge, assignment or encumbrance of the assessment rights herein contained shall not preclude the Association from pledging or making an assignment of or otherwise encumbering any Assessment which is then payable to or which will thereafter, in the ordinary course of the Association's business, become payable to the Association provided that any such assignment, pledge or encumbrance, though then presently effective, shall allow and permit any such Assessments to continue to be paid to and used by the Association as set forth in this Declaration unless and until the Association shall default on the repayment of the debt which is secured by such pledge, assignment or encumbrance.

C. The sale, transfer or other disposition, whether or not for consideration, of any real property owned by the Association as Common Property; provided, however, in no event shall the Association be entitled or empowered to sell, convey or transfer any real property

constituting Common Property transferred and conveyed by Declarant to the Association without first receiving the prior written consent of Declarant. Further, upon the request of Declarant, the Association shall re-convey to Declarant, or convey directly to a Community Development District or MSTUs/MSBUs, any Common Property previously conveyed by Declarant to the Association, in the event such original conveyance was made in error or in the event Declarant seeks to cause or assist in the establishment, creation or operation of Community Development District or MSTUs/MSBUs, or in the event Declarant modifies the PSP/DP or Plat in such manner as to require the incorporation of the affected Common Property into Residential Property use. Any such re-conveyance shall automatically cause all of the easements created under Article VII or any Plat to be automatically void, released and vacated without the requirement of any written release from any easement holder, provided that said easements are not then being actively used for the benefit of any of the remaining Property. Notwithstanding anything to the contrary contained in the foregoing, the Association shall not be permitted to sell, transfer or otherwise dispose of any lands upon which is contained any part of the Surface Water Management System, or any facilities associated with the operation of such system, without the prior written consent of the SFWMD and the City.

Section 9. No Compensation to Directors or Officers. The payment of compensation to the elected Directors or to the Officers of the Association for services performed in the conduct of their duties is prohibited; provided, however, that nothing herein contained shall preclude the Association from reimbursing any such elected Director or Officer for reasonable expenses actually incurred and paid by any such elected Director or Officer in the conduct of the business and affairs of the Association; and provided, further, that nothing herein contained shall preclude the employment by the Association and payment of compensation to a manager or executive director of the Association who shall not be an elected Director or Officer of the Association.

## ARTICLE VII EASEMENTS

Section 1. Access and Use Easements. Declarant grants to all Owners (and their guests, lessees, and invitees) as an appurtenance to the ownership of Residential Property held by such Owner, but subject to this Declaration, the Articles of Incorporation and Bylaws and the Rules and Regulations promulgated by the Association pursuant to this Declaration, a perpetual non-exclusive easement for ingress and egress over, across and through, and for use and enjoyment of, all Common Property; such use and enjoyment to be shared in common with the other Owners, their guests, invitees as well as the guests, lessees and invitees of the Declarant. Provided, further, with respect to all Common Property, the Declarant reserves the right, but not the obligation, to maintain and use all rights of way associated therewith, and to maintain and place Declarant's signs thereon.

There is further hereby created, declared, granted and reserved for the benefit of each Owner, as an appurtenance to the ownership of Residential Property held by such Owner, but subject to this Declaration, the Articles of Incorporation and Bylaws and the Rules and Regulations promulgated by the Association pursuant to this Declaration, and further benefiting all private entities and public agencies providing pick up and delivery, utility, fire protection, law enforcement and other governmental or quasi-governmental services, including, but not limited

to, the United States Postal Service, a non-exclusive easement for pedestrian and vehicular ingress, egress and passage over and upon the Common Streets and Roads. Such easement for ingress, egress and passage shall be subject to and limited by such reasonable regulations and security controls, including but not limited to temporary stoppage and interruption and security gates for identification purposes, as may from time to time be established and promulgated by the Association.

It is expressly provided that the Common Streets and Roads are not hereby dedicated to the public and are specifically declared, created and reserved as private rights-of-way and easements for the benefit only of the Property and only to and for the benefit of those persons or entities referenced above. Notwithstanding the foregoing, Declarant reserves unto itself and to the Association the right to dedicate the Common Streets and Roads to the County or City, as may be appropriate, and according to terms acceptable to them. If the Declarant elects to dedicate the Common Streets and Roads to the County or City after same have become Common Property owned or controlled by the Association, the Association shall join in to any such dedication, without consideration, as requested by Declarant. The Declarant or Association may install such guardhouses and/or limited access gates or facilities at the entrance to the Property, in the sole discretion of Declarant or the Association, and the costs of repair, maintenance and replacement of such improvements shall be Common Expenses.

Section 2. Utility Easements. The Declarant reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and the Association thereafter, the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Property and the Common Property upon, over, under and across the Property. Said easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, Internet service, alarm systems and all machinery and apparatus appurtenant thereto, to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and Common Property, all pursuant to and in compliance with, all applicable permits, rules and regulations of any applicable governmental authorities. All such easements to be of a size, width and location as Declarant (or the Association, if after Turnover), in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3. Declarant Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees. Declarant reserves the right to impose further restrictions and to grant or delegate additional easements and rights-of-way on any of the Property owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance



of security and television/Internet cables and wire within the rights-of-way, Common Property, and easement areas referred to hereinabove.

Section 4. Service Easements. Declarant hereby reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and the Association thereafter, the right to grant to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carrier, representatives of electrical, telephone, cable television/Internet and other utilities authorized by the Declarant, its successors or assigns to service the Property, and to such other persons as the Declarant from time to time may designate, nonexclusive, perpetual easement rights over and across the Common Property for the purpose of performing their authorized services and investigations.

Section 5. Emergency, Security and Safety. The Association shall have the right, but not the obligation, to enter onto any Residential Property for emergency, security, and safety, which right may be exercised by the Board, Officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter onto any Residential Property to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 6. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, as between all Residential Property and such portion or portions of the Common Property adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3'), as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner or the Association.

Section 7. Stormwater Easements. There is hereby created, declared and reserved for the benefit of Declarant, the County or City, as may be appropriate, the Association and all Owners a non-exclusive easement for stormwater management, collection, retention, detention and drainage under, over, upon and within all portions of the Property included within the Surface Water Management System, including, but not limited to, all drainage easements, ponds and tracts shown on any plat of the Property, together with an easement and license in favor of the Declarant, the County or City, as may be appropriate, the SFWMD and the Association only to enter upon such areas, and as necessary other portions of the Property adjacent thereto, for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing any and all stormwater drainage systems, improvements and facilities including, but not necessarily limited to, berms, swales and retaining walls, from time to time located therein or thereon consistent with the plans for the Surface Water Management System. Additionally, Declarant, for the benefit of itself, the County or City, as may be appropriate, the SFWMD, the Association and all Owners, hereby reserves easements over any and all other portions of the Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any

portions of the Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of any particular Residential Property. The foregoing easements are sometimes hereinafter referred to as the “**Stormwater Easements.**”

The Declarant may construct berms and drainage swales within portions of the Stormwater Easements for the purpose of managing and containing the flow of surface water, if any. Each Owner, including Builders, shall be responsible for the maintenance, operation and repair of the berms and drainage swales on their respective Residential Property. Likewise, the Association shall be responsible for the maintenance, operation and repair of the berms and drainage swales that are not located on Residential Property (e.g., within the Common Property). Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the berms and drainage swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SFWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the berms and drainage swales is prohibited. No alteration of the berms and drainage swales shall be authorized and any damage to any berms and drainage swales, whether caused by natural or human-induced phenomena, shall be repaired and the berms and drainage swales returned to their former condition as soon as possible by the party (*i.e.*, Owner or the Association) having responsibility for the maintenance of the damaged berms and drainage swales.

Section 8. Wall, Entrance Feature and Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant and the Association an easement over and upon all wall, entrance feature and landscape easement areas shown on any plat of the Property (“**Wall and Landscape Easements**”) together with an easement and license to enter upon such Wall and Landscape Easement areas for the purposes of erecting, constructing, installing, inspecting, maintaining, repairing and replacing any and all entrance features, screening walls or fences, and the installation and irrigation of any landscaping therein, which may be required by the City and/or deemed to be necessary or desirable by Declarant or the Association. The Association shall maintain the wall(s) and any trees and shrubs located on the back side of the wall(s). Each Owner shall maintain the lawn located on the back side of any wall(s) adjacent to the Owner's Lot.

Section 9. Planting and Screening Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant and the Association an easement for planting and screening purposes (“**Planting and Screening Easements**”) over and upon all planting and screening easement areas, entry ways, medians and landscape buffers shown on any plat of the Property, if any, or hereafter declared by Declarant, together with an easement and license to enter upon such areas for the purposes of installing, maintaining, inspecting, repairing and replacing any and all landscaping, including trees, grasses, shrubs, bushes, ground covers and other plant materials and irrigation systems of any kind, whether the same shall be required by the City and/or deemed necessary or desirable by Declarant or the Association.

Section 10. Construction and Marketing Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant together with the right to grant, assign and transfer the same to Declarant's sales agents and sales representatives as well as to Builders or building contractors approved by Declarant for the construction of residences within the

Property, an easement for construction activities upon Residential Property and an easement for marketing activities and signs on Residential Property and for the maintenance on Residential Property from time to time of model centers in which and from which Declarant and its authorized sales agents and sales representatives and approved Builders and building contractors may engage in marketing and information activities on a temporary basis during the period of the development of and construction within the Property ("**Construction and Marketing Easements**"), provided, however, that such marketing activity shall be conducted from and within buildings constructed as single family residential dwellings which are temporarily used for such activities and which are thereafter to be sold, used and occupied as single family residential dwellings. The location of such model centers may be changed from time to time by Declarant, in its sole and absolute discretion.

Section 11. Association Easements. There is hereby created, declared and granted to the Association, such perpetual, non-exclusive easements over and upon all or any portion of the Property, as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, including, but not limited to, for purposes of performing its maintenance responsibilities as provided in this Declaration ("**Association Easements**"). Such Association Easements shall be in addition to the Stormwater Easements hereinabove granted to the Association pursuant to Section 7 of this Article VII.

Section 12. Sidewalk/Pedestrian Trail Easements. There is hereby created, declared and reserved for the benefit of the Declarant and the Association an easement over, within and upon all sidewalk, bike path and/or pedestrian trail areas as shown on any Plat of the Property ("**Sidewalk/Bike Path Easements**"), for the purposes of constructing, installing, maintaining, repairing and replacing from time to time the sidewalk/bike path/pedestrian trail system for the Property. The Declarant, the Association and all Owners shall have a non-exclusive easement for pedestrian ingress, egress and passage over and upon any sidewalks, bike paths or pedestrian trails from time to time located, constructed, installed and maintained within the Property. The use of any bike path/pedestrian trail system shall be limited to the boundaries of such system and no use shall be permitted other than for pedestrian ingress and egress as set forth herein.

Section 13. Conservation Easements. Declarant reserves the right to grant Conservation Easements to qualified grantees over and across Common Property, lakes, open space, areas dedicated to the use of the general public, or all or any portion of the Surface Water Management System or any other portion of the Property as required by the SFWMD in connection with any permits or other approvals associated with the Surface Water Management System. Upon establishment of any such Conservation Easements, the related Conservation Areas subjected to such easements shall be subjected to the restrictions set forth in this Article VII, Section 13. The Conservation Areas, or the Association's interest therein, shall be Common Property 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 Conservation Easements.

Pursuant to and as and to the extent required by (i) the "SFWMD Permits" (defined in Article XVII, Section 8), Declarant has recorded or will record in the Public Records of the County a conservation easement ("**Conservation Easement**") in favor of the SFWMD over,

across and upon certain portions of the Property. The precise metes and bounds legal description of all portions of the Property subjected to the Conservation Easement is as specifically set forth in the Conservation Easement (all such portions of the Property that are subjected to the Conservation Easement shall hereinafter be referred to as “**Conservation Areas**”). The use and development of the Conservation Areas shall be restricted by the Conservation Easement and the Conservation Areas may in no way be altered from their natural state, except as specifically provided in the Conservation Easement. Pursuant to Declarant’s Easements established in Article VII, Section 3, Declarant has the perpetual easement, privilege and right to enter upon the Conservation Areas to carry out and discharge its duties, obligations and responsibilities under this Declaration, including, but not limited to, to perform all of the activities necessary for compliance with the SFWMD Permits. The Declarant may retain ownership of the Conservation Areas until Turnover, at which time Declarant shall transfer the Conservation Areas to the Association pursuant to the Association Act and development rights over the Conservation Areas to the City. Pursuant to the foregoing provisions of this Section 13, and upon conveyance of the Conservation Areas by Declarant to the Association, the Conservation Areas shall be Common Property for all purposes of this Declaration, except as above set forth in relation to the development rights, and shall be the perpetual responsibility of the Association.

Section 14. Future Easements. There is hereby reserved to Declarant and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the City or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of Declarant, subject to the reasonable approval of the City, for the future orderly development of the Property in accordance with the objects and purposes set forth in this Declaration. Any such easement(s) shall be recorded in the Public Records of the County. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Residential Property if any such easement shall unreasonably interfere with an Owner’s plans to use or develop its Residential Property as a single family residential home site. The easements contemplated by this Section 14 may include, without limitation, such easements as may be required for utility, drainage, roads, sidewalks or other purposes reasonably related to the orderly development of the Property in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Declarant without the necessity for the consent or joinder of any other persons including, but not necessarily limited to, the Owner of, or the person holding the mortgage on, the particular portion of the Property over which any such further or additional easement is granted or required.

Section 15. Extent of Easements. The rights and easements of enjoyment created in this Article VII shall be subject to the following:

A. The right of the Declarant or the Association, in accordance with the Articles of Incorporation and Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Property and providing services authorized herein and, in aid thereof, to mortgage said Property.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may be situated on or in the Common Property.

C. The Board shall have the power to place (and remove after notice) any reasonable restrictions upon any Common Streets and Roads including, but not limited to, the maximum and minimum speeds of vehicles using said Common Streets and Roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads; provided, however, that no such restrictions may be inconsistent with the terms or provisions of any agreement between the Association and the County Sheriff or City police force pertaining to the enforcement of traffic laws within the Property. Members/Owners and their family, tenants, guests, visitors and other invitees shall park only in the Member's/Owner's garages, or in the driveways serving such Member's/Owner's Lots or Units, or in spaces or areas on Common Property that are designated herein or that the Association may designate from time to time for such purposes, which parking may or may not be assigned and is subject to any Rules and Regulations as the Board may adopt. Except for Short-Term Parking (as that term is defined below), Members/Owners and their family, tenants, guests, visitors and other invitees may not park on Common Streets and Roads, unless prior approval has been obtained from the Association. For purposes of this Declaration, the term "Short-Term Parking" shall mean and be defined as parking, on a non-recurring basis, and for a single period not to exceed five (5) hours in duration during any forty-eight (48) hour period. In no event is Overnight Parking (as that term is defined below) permitted on the Common Street and Roads without the ARB's prior written consent. For purposes of this Declaration, the term "Overnight Parking" shall mean and be defined as (1) any parking on any of the Common Streets and Roads that started prior to or at 11:00 p.m. and that continues past 1:00 a.m.; and (2) any parking on any of the Common Streets and Roads that commences between the hours of 11:00 p.m. and 7:00 a.m. Temporary approval allowing Short-Term Parking and Overnight Parking may be granted by the ARB in connection with bona fide current on-going construction of improvements on Residential Property. The Declarant shall not be subject to the restrictions against Short-Term Parking and Overnight Parking. As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any commercial, recreational, or other vehicle parked, stored or used in violation of these restrictions or in violation of any Rules and Regulations adopted and promulgated by the Association concerning the same may be towed away or otherwise removed from the Property by or at the request of the Declarant or the Association and at the sole expense of the owner thereof. In the event of such towing or other removal, neither the Declarant nor the Association or their respective officers, employees or agents shall be liable or responsible to the owner of any such vehicle for trespass, conversion, or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Declarant or Association, or their respective officers, employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this subsection shall be grounds for relief of any kind. Golf carts are not permitted on the Property unless first approved in writing by the Board. The fact that such restrictions on the use of such Common Street and Roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restrictions unreasonable.

D. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interest therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association provided that no such gift or sale or determination for such purposes or conditions shall be effective unless the same shall be authorized by two-thirds (2/3)

of the votes of Members of the Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Voting Member. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument or dedication or transfer affecting the Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

## ARTICLE VIII ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Residential Property shall, by acceptance of a deed therefor or other form of conveyance thereof, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association: (1) Annual Assessments and (2) Special Assessments, all fixed, established and collected from time to time as hereinafter provided. The Assessments together with such interest thereon and costs of collection provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such Assessment is made. Assessments, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of Residential Property, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessment.

The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the property against which the Assessment was made. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, the Articles of Incorporation or the Bylaws, or for the inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Purpose and Establishment of Annual Assessments. The Annual Assessments levied by the Association may be used for the acquisition, improvement, maintenance, enhancement and operation of the Common Property, to pay for Common Expenses, and to provide services and perform functions which the Association is authorized or required to perform pursuant to this Declaration, including, but not limited to, the payment of taxes and insurance, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions.

Annual Assessments on the Residential Property shall commence upon the closing of the sale of the first Lot or Unit by Declarant to a bona fide third party purchaser, which such term

includes Builders (a "**Third Party Purchaser**"), or upon the occupancy of the first Lot or Unit by a Third Party Purchaser, whichever is earlier. The Annual Assessment per Lot/Unit for the Property for the calendar year 2012 shall be Nine Hundred Sixty Four and 00/100 Dollars (\$964.00) per Lot or Unit. Prior to Turnover, Declarant shall not, without approval of the voting interests of the Members other than the Declarant, increase the Annual Assessments per Lot/Unit in any year by more than ten (10%) above what the Annual Assessments per Lot/Unit were in the prior year; provided, however, that any increase in the Annual Assessments in any year pursuant to the terms hereof must be accompanied by an equal percentage increase in Declarant's Deficit Funding Obligation pursuant to Article VIII, Section 6 hereof. At the closing of the sale of each Lot or Unit in the Property to a Third Party Purchaser, the purchaser shall pay to the Association the entire Annual Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Lot or the Unit, whichever is earlier, through the end of that calendar year.

Section 3. Capital Budget and Reserve Fund Contribution. The Board shall annually prepare a capital budget to take 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 shall establish a reserve fund for such anticipated expenditures. 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 capital budget, with respect both to amount and timing of Annual Assessments over the period of the budget. The reserve fund required, if any, shall be fixed by the Board and included within and distributed with the budget and the applicable notice of Annual Assessment. Any reserve fund established by the Board shall be held in an interest-bearing account or investments.

Section 4. Timing of and Budgeting for Annual Assessments and Allocation of Assessments. It shall be the duty of the Board, at least once each fiscal year, and in accordance with the Association Act, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared in accordance with Section 3 hereof.

The Annual Assessments to be levied for the coming year against each Residential Property subject to Assessment, shall be computed by dividing the budgeted Common Expenses by the sum of all Lots and Units, as the case may be. The resulting figure shall be the "**Assessment per Lot/Unit.**" Except as set forth in Section 6 below with respect to Declarant, Class A Members, Class B Members and Class C Members shall pay the Assessment per Lot/Unit for each Lot/Unit owned by such Member.

The Board shall cause a copy of the budget and notice of the amount of the Annual Assessment to be levied against each parcel of Residential Property for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the next fiscal year.

Unless a longer notice period is required under the Association Act, the Association shall mail to each Member, at least fourteen (14) days prior to date of the Budget Approval Meeting, written notice of the date, time, and location of the Board meeting at which the Board will consider approval of the budget (the "Budget Approval Meeting"), which notice shall also

include a copy of the proposed budget and notice of the amount of the Annual Assessment to be levied against each parcel of Residential Property for the following year. The budget shall become effective upon the Board's approval of the budget at the Budget Approval Meeting. Unless otherwise expressly required by the Association Act, the budget shall not be subject to the Members approval and there shall be no obligation to call a meeting of the Members to discuss or consider the budget.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

At the discretion of the Board, the Annual Assessments for any year may be paid by Owners in bi-annual installments due and payable by the first (1st) day of January and July of each year. Absent any such determination by the Board permitting payment in bi-annual 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, or the fifteenth (15th) day of January or July if paid bi-annually, shall be considered delinquent.

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

Section 5. Special Assessments. The Association may levy, from time to time, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or the unexpected repair or replacement of any capital improvement to or upon the Common Property or the cost of the initial purchase or any subsequent unexpected repair or replacement of any equipment or personal property purchased, repaired or replaced by the Association in furtherance of the discharge of its duties and obligations pursuant to this Declaration. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Association may also levy a Special Assessment or Individual Assessment (which shall mean and refer to a specific assessment charged against a particular Member or its Residential Property) against any Owner to reimburse the Association for costs incurred pursuant to Article VI, Section 5 in bringing an Owner or its Residential Property into compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, which Special Assessment or Individual Assessment may be levied upon the vote of the Board after notice to the Owner and an opportunity for a hearing.



Section 6. Assessment of Declarant. Notwithstanding any provision of this Declaration, the Articles of Incorporation or Bylaws to the contrary, Declarant, to the fullest extent permitted by the Association Act, may, at its sole option, prior to Turnover, be excused from payment of Assessments and Declarant's share of Common Expenses related to its Residential Property; provided, however that during such time that Declarant is excused from paying such Assessments and Common Expenses related to Declarant's Residential Property, Declarant pays any Common Expenses incurred by the Association that exceed the Assessments receivable from other Members of the Association and other income of the Association (the "**Deficit Funding Obligation**"). To the maximum extent permitted by law, Declarant's deficit funding obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses. For purposes of this subsidy arrangement, unless otherwise required by the Association Act, Declarant need not subsidize or pay any Assessment amounts levied for replacement reserves or capital expenditures. At Turnover, the Assessments against any Residential Property owned by Declarant shall be assessed against Declarant as a Class A Member or Class B Member, as appropriate, consistent with Declarant's ownership of such Residential Property. If Declarant elects to deficit fund pursuant to this Section 6, then for purpose of complying with Section 720.308(3) of the Florida Statutes, the amount of the annual assessments set forth in Section 2 of this Article VIII shall be the maximum obligation of the Members other than the Declarant. If Declarant elects to deficit fund pursuant to this Section 6, then for purpose of complying with Section 720.308(2) of the Florida Statutes, the amount above the Annual Assessments set forth in Section 2 of this Article VIII that is necessary to keep the Association operational shall be the amount of Declarant's guarantee of Common Expenses. It is the express intent of the Declarant that this Section 6 be an establishment of a guarantee pursuant to Section 720.308(2) of the Florida Statutes. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the next fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for the Residential Property then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any Special Assessments or Individual Assessments.

Section 7. Duties of the Board. The Board shall prepare a roster of Owners and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Section 8. Working Capital. For Residential Property sold after the date this Declaration is recorded in the Public Records of the County, upon acquisition of record title to such Residential Property by the first purchaser thereof other than the Declarant, and in addition to any Assessment that may be due with respect to the Residential Property for such year, a contribution shall be made by or on behalf of such first purchaser to the working capital of the Association in an amount equal to the greater of: (i) Five Hundred and No/100 Dollars (\$500.00), or (ii) two-twelfths (2/12) of the amount of the Annual Assessment per Lot/Unit for the calendar year in which such acquisition occurs, which contribution is not refundable, shall be in addition to, and not in lieu of, the Annual Assessment levied on the Residential Property and

shall not be considered an advance payment of any portion of the Annual Assessment. This amount shall be paid to the Association and shall be used for operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

Section 9. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of Association. If any Assessment is not paid on the date due, then such Assessment shall become delinquent and the entire Assessment, including future annual installments of such Assessment, shall, together with interest thereon and cost of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Residential Property that is the subject of such Assessment which shall bind such property in the hands of the then Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. The obligation of the Owner to pay such Assessment, however, shall remain a personal obligation, notwithstanding any disposition by such Owner of the Residential Property that is the subject of such Assessment. The Association may record a notice of lien for delinquent Assessments in the Public Records and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure not only the amount of delinquency stated therein, but also all unpaid Assessments thereafter until satisfied of record.

If the Assessment is not paid when due, the Assessment shall bear interest from the date of delinquency at the highest rate allowed by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Residential Property, and there shall be added to the amount of such Assessment the costs incurred by the Association in connection with such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Property at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which Residential Property is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Residential Property shall be charged, in addition to its equal assessment, its pro rata share of the Assessment that would have been charged such Residential Property had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment against an Owner for unpaid Common Expenses and attorney's fees and costs shall be maintainable without foreclosing or waiving the lien securing the same.

If any Residential Property is occupied by a Tenant and the Owner of the Residential Property 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 Residential Property ("**Tenant Demand**"). Any Tenant Demand is continuing in nature, and upon such Tenant Demand, the Tenant of the subject Residential Property (the "**Notified Tenant**") must continue to pay the subsequent rental payments until all the Monetary Obligations of the Residential Property Owner related to the Residential Property have been paid in full to the Association and the Association releases the Tenant or until the Tenant discontinues tenancy in the Residential Property. A Notified Tenant is immune from any claim by the Residential Property 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 Residential Property 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 Residential Property's Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Unit. The Association shall, upon request, provide the Tenant with written receipts for payments made. The Association shall mail written notice to the Residential Property's 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 Residential Property's Owner. The Notified Tenant shall be given a credit against rents due to the Residential Property's 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, and may sue for eviction under Sections 83.59-83.625 of the Florida Statutes, 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.

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

In the Board's discretion, the Association may suspend the voting rights of any Residential Property or Member for the nonpayment of any Monetary Obligation (including, but not limited to, Assessments) due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to any Residential Property or Member which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Association Act or pursuant to this Declaration, the Articles of Incorporation, and the Bylaws. Any suspension pursuant to this paragraph ends upon full payment of all Monetary Obligations currently due or overdue to the Association. Any suspensions to be imposed pursuant to this paragraph must be approved at a properly noticed Board meeting. If the Association imposes a suspension pursuant to this paragraph, the Association must provide written notice of such suspension by mail or hand delivery to the Member and, if applicable, to any affected tenants, guests or other invitees of the Member's Residential Property.

Section 10. Subordination of the Lien to the Mortgages; Mortgagees' Rights. All liens for Assessments ("**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) any first-lien or first priority position permanent or construction Mortgage, expressly subject to the

Association's right to collect Assessments from the holder of the Mortgage pursuant to Section 720.3085(2)(c) of the Association Act; and (iii) other liens which by law are superior to an Assessment Lien. To the fullest extent permitted by law, any Assessment Lien shall be prior to and superior in dignity to the Member's homestead status. A subsequent Member is jointly and severally liable with the previous Member for all unpaid Assessments that came due up to the time of transfer of title of the subject Residential Property; provided, however the liability of any Mortgagee, or its successor or assignee as a subsequent holder of a first-lien or first priority position permanent or construction Mortgage who acquires title to any Residential Property by foreclosure or deed in lieu of foreclosure, for the unpaid Assessments that became due before the Mortgagee's acquisition of title to the Residential Property, is limited to the lesser of the amounts stated in Section 720.3085(2)(c) of the Association Act. Notwithstanding anything to the contrary set forth herein, if any unpaid Assessments remain following transfer of title to the subject Residential Property to the Mortgagee, as provided above, such unpaid Assessments shall be a Common Expense collectible from Owners of all Residential Property subject to Assessment pursuant to this Declaration, including the acquiring Mortgagee, on a pro-rata basis. Notwithstanding anything to the contrary set forth herein, any such transfer of any Residential Property to a Mortgagee under this Section 10 or otherwise shall not relieve the transferor of such Residential Property from personal responsibility for any prior Assessments nor the Residential Property from the lien for Assessments thereafter falling due.

Section 11. Certificates of Status. The Association shall, upon demand at any time, furnish to or on behalf of any Owner a certificate in writing signed by an Officer or management agent of the Association setting forth whether all Assessments levied hereunder have been paid as to any particular Residential Property, whether, to the best knowledge of such Officer or agent, any Residential Property or Owner thereof is in compliance with the terms and provisions of this Declaration, including, but not limited to, compliance with any Architectural Guidelines and restrictive covenants set forth in Articles IX and X, and as to any other matters pertaining to any Residential Property, any Owner or Member as may reasonably be requested. Such certificate shall be conclusive evidence of payment to the Association of any Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee, not to exceed One Hundred and No/100 Dollars (\$100.00), for the issuance of such certificate.

Section 12. Exempt Property. All Common Property, and any portions of the Property fee simple title to which is dedicated to and accepted by any governmental authority, shall be excepted and exempt from the Assessments, charges and liens created in this Article VIII.

## ARTICLE IX ARCHITECTURAL CONTROL

Section 1. Reservation of Architectural and Landscape Control. In order to ensure that the development of the Property will proceed pursuant to a uniform plan of development and construction and in accordance with consistent architectural, ecological, environmental and aesthetic standards, including any architectural or design guidelines or standards contained in any governmental permit, approval, ordinance, rule or regulation, or the like, applicable to the Property, Declarant shall have and hereby reserves exclusively unto itself for the duration hereinafter specified, the right, privilege, and authority to review, approve and control the design, placement, construction, erection and installation of any and all buildings, structures and other

improvements of any kind, nature or description, including landscaping, upon all Lots and Common Property, including further, without limitation, approval of the identity of any and all persons or entities performing construction, reconstruction or repair work to such buildings, structures and other improvements. Declarant's approval of any of the foregoing items may be granted or withheld in the sole discretion of Declarant or its designee. In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in the interest of the Declarant and shall owe no duty to any other person, including any Member or Owner. Such right and control of Declarant shall be exercised in the manner and pursuant to the same procedures as is hereinafter provided in this Article IX for the ARB. Declarant may elect to delegate the aforesaid right, privilege and authority to the Association, acting through the ARB. Declarant may rescind or revoke the delegation of this right, privilege and authority at any time, and for any reason or no reason, whereupon Declarant shall once again have the exclusive possession of such rights, power, duties and authority. The aforesaid right, privilege and authority shall remain with Declarant until such time as the Declarant has divested itself of title to all real property located within the Property. There shall be no prior surrender of the aforesaid right, privilege and authority except as provided in this Section 1.

Section 2. Architectural Review Board. The Association shall at all times maintain an ARB, as a standing committee consisting of not less than three (3) persons to perform the ARB functions described in this Declaration for the Property. Until such time as Declarant owns less than three (3) Lots, Declarant shall have the right to appoint all members of the ARB. Upon expiration of the foregoing described right of the Declarant, or upon Declarant's earlier written relinquishment of the foregoing described right, the ARB members shall be appointed by, and serve at the pleasure of, the Board.

The purpose of the ARB shall be to exercise the right, privilege and authority to review, approve and control the design, placement, construction, erection and installation of buildings, structures and other improvements upon the Lots and Common Property on behalf of, or as delegated to the Association and ARB by, Declarant as described in Section 1 above including, but not limited to, review and approval of plot plans and construction plans and specifications for all Lots within the Property in order to ensure that the Property is developed consistent with the terms and provisions of this Declaration and any Architectural Guidelines promulgated by the Declarant or the ARB. Subject to the Declarant's, or Board's if delegated to the Association, discretionary review and approval of same, the ARB shall have the authority to promulgate Rules and Regulations (including, but not limited to, Architectural Guidelines) with respect to any aspect of the actions contemplated in this Declaration to be taken by the ARB. The ARB also has the right to elect, in its reasonable discretion, to waive, vary or modify standards or procedures (whether such standards and procedures are set forth in this Declaration, the Architectural Guidelines, or in the Rules and Regulations adopted by the ARB pursuant to this Declaration) for the review and approval of plot plans or construction plans and specifications, such waiver or modification to be in writing and signed by a majority of the members of the ARB. Refusal to approve plans, specifications and plot plans, or any of them, may be based on any ground, including purely on aesthetic grounds, which in the sole and absolute discretion of the ARB are deemed sufficient. Any change in the exterior appearance of any building, wall, fencing or other structure or improvements, and any substantial change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

A meeting of the ARB occurs whenever a quorum of the ARB gathers to conduct association business. All meetings of the ARB must be open to all Members except for meetings between the ARB 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 of the ARB may not vote by proxy or by secret ballot. If and to the extent required by the laws of the State of Florida, the Bylaws governing meetings of the Board shall likewise apply to meetings of the ARB, otherwise no particular formality is required for any of the ARB's proceedings, including any hearing, nor is any record required. A majority of the ARB may take any action the ARB is empowered to take, may designate a representative to act for the ARB and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ARB, a successor shall be appointed by the party that has a right to appoint the ARB.

The ARB shall make a determination on each request or application within forty-five (45) days after receipt of a completed request/application and all information required by the ARB as part of the request/application process. The ARB may permit or require that a request/application be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage. The ARB may (i) approve the request/application, with or without conditions; (ii) approve a portion of the request/application and disapprove other portions of the request/application; or (iii) disapprove the request/application; provided, however, that if the ARB disapproves the request/application, it shall state in writing the reason for such denial.

Section 3. Lots. No building, wall, fence, or other structure or improvement of any nature (including, but not limited to, landscaping, exterior materials, paint or finish, hurricane protection, basketball hoops, children's play structures, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind) shall be commenced, erected, placed, repaired, modified or altered on any Lot without approval of the ARB. In order to seek ARB approval, the person intending to make the improvements must submit to the ARB (i) a plot plan for the Lot showing the location on the Lot of all improvements, existing or proposed, and (ii) the construction plans and specifications showing such things as building elevations (for all exterior walls), materials (including size and quantity information) and colors.

Unless otherwise approved by the ARB in writing, construction of improvements must be commenced not later than twelve (12) months from the date that the ARB issues its written approval of the final plans therefor. If construction has not commenced within such time period, the previously approved plans must once again be submitted and approved by the ARB in accordance with this Article X and any prior approval of same by the ARB shall no longer be binding on the Association. Upon commencement of such construction, such construction must be prosecuted diligently, continuously, and without interruption or delay to completion within a reasonable period of time, but in no event longer than eighteen (18) months from the date of commencement of such construction. The ARB, however, shall have the power and authority to extend the period permitted for completion of construction; provided, however, that the Owner and any contractor or builder involved makes written application for such extension stating the reasons for the requested extension of time and provided further that the ARB, in its reasonable discretion, determines that the request is reasonable and that the extension is appropriate and warranted under the conditions then existing.

Section 4. ARB Fees; Assistance. The ARB shall be entitled to charge a review and processing fee for each submittal received by it, whether same is received with respect to an individual Lot. The ARB may employ architects, engineers or other professionals, as deemed necessary, to perform the reviews contemplated in this Article IX and shall be entitled to include in its fees the reasonable costs incurred to retain such architects, engineers or other professionals.

Section 5. Architectural Guidelines. The ARB shall have the authority to, from time to time, adopt and amend architectural guidelines which contain general and specific criteria, guidelines, and other provisions applicable to, and which must be satisfied in connection with, development of the Property and the ARB's approval thereof, including, but not limited to, any Lots ("Architectural Guidelines"); which Architectural Guidelines may not conflict with any provisions of this Declaration. The ARB shall make the Architectural Guidelines available to Owners who seek to engage in development or construction within the Property. The ARB shall have the sole and absolute authority to amend the Architectural Guidelines, which amendments shall be prospective only and shall not apply to, require modifications to or removal of, structures previously approved by the ARB, provided that construction or modification of such structure has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the ARB in considering applications hereunder. The Architectural Guidelines are not the exclusive basis for decisions of the ARB and compliance with the Architectural Guidelines does not guarantee approval of any application. In addition to the Architectural Guidelines, any improvements constructed upon the Property, including, but not limited to, any Lot, must comply with all of the covenants and restrictions contained in this Declaration (however, such compliance does not automatically entitle an applicant to ARB approval of its planned improvement).

Section 6. Inspection and Noncompliance. **The ARB shall have the right to enter upon and inspect any Lot at any time prior to, during or after the construction or alteration of improvements on such portion to ensure compliance with its approvals and requirements.** If, during the inspection, the ARB finds that the work was not performed, or the improvements were not constructed, in substantial compliance with plans approved by the ARB; or if during subsequent inspection the ARB notes that previously inspected improvements are not being maintained in compliance with the ARB's approvals and requirements or with the aesthetic standards or other standards imposed by the ARB, then the ARB shall notify the Owner in writing of such noncompliance. Such written notice shall specify the particular areas of noncompliance and shall demand that the Owner immediately bring such improvements into compliance.

Section 7. Enforcement. **Enforcement.** If an Owner shall have failed to remedy a non-compliance within thirty (30) days from the date of the notice described in the previous section, the ARB shall notify the Board in writing of such failure. The Board shall demand that the Owner remedy or remove the non-complying improvements within a period of not more than fifteen (15) days from the date of such demand. If the Owner does not comply within that period, the Board, in its sole discretion, may either remove the non-complying improvement or remedy the non-complying improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and



other costs of litigation connected therewith, which fees and costs shall include those caused by reason of any appellate proceeding, re-hearing, appeal or otherwise. If such expenses are not promptly reimbursed, the Board shall levy a special assessment against the Lot upon which the non-complying improvement is located. In addition to the above, the Association may exercise any other remedy available to it under this Declaration.

Section 8. No Liability for Actions. Neither the ARB, the Declarant, the Association, the Board, nor any of their members, officers, directors or duly authorized representatives, shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the ARB's duties under this Declaration.

Section 9. No Waiver. If, for any reason, the ARB fails to notify an Owner of any noncompliance, such failure shall not relieve the Owner from the requirements to comply with all provisions of this Declaration.

Section 10. Exemption of Declarant. Declarant, and any party to which the Declarant's rights hereunder have been assigned, shall be exempt from the provisions of this Article IX and shall not be obligated to obtain ARB approval for any construction or change in construction or alterations to improvements that Declarant may elect to make at any time.

## ARTICLE X RESTRICTIVE COVENANTS

Section 1. Applicability. This Article X contains restrictive covenants applicable to the use of all or certain portions of the Property, as more particularly set forth herein ("Use Restrictions"). All Owners are hereby given notice that use of the Residential Property and the Common Property is bound, restricted and limited by the Use Restrictions, as they may be amended, expanded and otherwise modified consistent with the provisions of this Article X. Each Owner, by acceptance of a deed for any portion of the Property, hereby acknowledges and agrees that the use and enjoyment and marketability of the Residential Property can be affected by the Use Restrictions and that the Use Restrictions may change from time to time, and all purchasers of any portion of the Property are hereby placed on notice that the Use Restrictions as initially set forth in this Article X may have been amended, expanded or otherwise modified. Copies of the current Use Restrictions may be obtained from the Association. The Use Restrictions shall not be applicable to those portions of the Property owned by Declarant, but shall be applicable to such portions of the Property immediately upon conveyance thereof by Declarant. The Use Restrictions do not, however, constitute all restrictions, restraints, criteria, conditions or constraints associated with development of the Property and the Property is also subject to all restrictions, restraints, criteria, conditions and constraints as are set forth in any and all permits or approvals applicable to development of the Property, including, but not limited to, all such restrictions, restraints, criteria, conditions and constraints set forth in any Plat or PSP/DP.

Section 2. Land Use and Building Type. No Lot, nor building on a Lot, shall be used for any purpose other than residential purposes and no Lot shall have more than one (1) residential structure. Temporary uses by Declarant and its affiliates or assigns for model homes,



sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of the ARB as provided herein.

Section 3. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Declarant, or any assignee of Declarant, in dredging water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, and the activities of Declarant or any Owner in connection with the installation of wells, pumps or sprinkler systems, as approved by the Association, shall be in compliance with applicable governmental requirements.

Section 4. Subdivision or Partition. No portion of the Property shall be subdivided except with the prior written consent of Declarant.

Section 5. Use of Utility Easement Areas. Utilities easements are reserved as shown on the recorded plats covering the Property, as provided in this Declaration or as established by stand alone easement documents. No structure, planting or other material may be placed or permitted in these easements that will interfere with or prevent the maintenance of utilities. The area of each Lot included within these easement areas shall be maintained continuously by the Owner of the Lot, except as may be provided herein to the contrary and except for installations for which a public authority, agency or utility company is responsible. All utilities and lines within the subdivision, whether in street rights-of-way or in utility easements, shall be installed and maintained underground.

Section 6. Restriction Against Short Term Rentals. There shall be no "short term" rentals of any dwellings, or portions thereof, on any Lot. For purposes of this Declaration, a "short term" rental shall be defined as any rental for a period of less than six (6) full calendar months.

Section 7. Intentionally Blank.

Section 8. Garages. A private enclosed garage for not less than two (2) cars, with at least one single overhead door, must be constructed and maintained at all times in conjunction with any residence constructed on each Lot. No garage may be constructed on a Lot unless the ARB has first approved the plans nor prior to the construction of a residence on the Lot. All garages must have garage doors that are operated by electric garage door openers that are, at all times, kept in good, safe, and operable condition, and all garage doors must remain closed at all times, save and except only for the temporary opening of the same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored in a garage.

Section 9. Driveways and Sidewalks. All driveways that load to a street (i.e., driveways that do not load only to an alley) must be constructed of driveway pavers. Driveways that load only to an alley may be constructed of concrete in lieu of pavers. All driveways shall be continuously maintained from the garage front to the street/alley abutting the Lot. When

curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the ARB.

Section 10. Additional Structures. No outbuilding, garage, shed, tent, trailer or temporary building of any kind shall be erected or constructed without the prior authorization of the ARB, which only shall be approved provided that the proposed structure is in harmony with the architecture of the main residence and does not detract from the appearance of the subdivision or negatively impact property values in the subdivision.

Section 11. Walls, Fences, Hedges and Hurricane Panels. No fence, wall or other similar structure shall be erected on any Lot unless the materials and color are accordance with such standards as may be adopted by the ARB and the location and dimensions thereof are approved by the ARB. All fences shall be constructed of powder coated aluminum or PVC fencing of a style from time to time approved by the ARB. The ARB shall have the right to adopt such standards as it deems advisable in regard to the location and height of and colors and materials for any fences installed within the Residential Properties. In no event shall any wall or fence exceed six (6) feet in height. Should a privacy fence be approved by the ARB for installation, it is agreed and understood that such fence will be six (6) foot fencing with self-closing gate. No chain link, wood or barb-wire fences shall be installed on any Lot under any circumstances. No Owner shall make or permit any opening to be made in any Declarant or Association erected wall, except as such opening is installed by Declarant or the Association. No building wall or masonry wall or fence, or any associated landscaping or buffer improvements, shall be demolished or removed without the prior written consent of the Declarant and the Architectural Review Board. Declarant shall have the right, but not the obligation to assign all or any portion of its rights and privileges under this Section 11 to the Association.

Any dispute as to height, length, type, design, composition or material shall be resolved by the ARB, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any improvement unless approved by the ARB.

Section 12. Landscaping. A landscaping plan for each Lot or building must be submitted to and approved by the ARB. Unless the ARB finds that extenuating circumstances exist, the ARB shall not approve any landscaping plan that does not include elements such as sod, trees, shrubs, ground cover and full irrigation systems in front yards, side yards and between the sidewalks and roadway curbs. Sod must be Floratam St. Augustine grass or its equivalent, and will be required on all yards. Prior to completion of construction of a residence upon any Lot, the Owner thereof shall plant required shade trees. In the event that any such tree(s) shall die, the Owner of the Lot shall replace the tree(s) within thirty (30) days.

A Xeriscape or Florida-friendly landscape landscaping plan designed and constructed in accordance with the definition of such terms in Section 737.185, Florida Statutes, as may be amended from time to time, shall be permitted. Any Xeriscape or Florida-friendly landscape landscaping plan shall be subject to review and approval by the ARB, consistent with the terms of this Declaration and the rules and regulations of the ARB, including, but not necessarily limited to, any rules or regulations of the ARB or Use Restrictions enacted by the Association

governing the implementation of Xeriscape or Florida-friendly landscape landscaping plans within the Property.

Section 13. Maintenance. Except as and to the extent that maintenance obligations are specifically assigned to and performed by the Association, each Owner shall maintain its Residential Property, including all landscaping and improvements, in a manner consistent with this Declaration, the rules and regulations of the Association and the Community-Wide Standard, including, but not limited to, maintaining and irrigating lawns and landscaping lying between the boundary of such Owner's Residential Property and any public right-of-way or any community wall or fence; provided, however, that no Owner shall remove any trees, shrubs or other vegetation from these areas outside such Owner's Residential Property without the prior written approval of the Association.

Section 14. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design, color and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to the individual dwellings, the type and placement of such receptacles shall be determined by the ARB.

Section 15. Utility Connections. All connections for utilities including, but not limited to, potable water, reclaimed water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such a manner to be acceptable to the governing utility authority.

Section 16. Approved Builders. All construction, reconstruction and repair work shall be performed by a licensed residential building contractor approved by the Declarant or the ARB. If a Lot has been sold to an approved contractor, any subsequent purchaser shall be required to comply with this paragraph.

Section 17. Pets, Livestock and Poultry. No livestock, poultry or animals of any kind, nature or description shall be kept, bred or raised upon any Lot; provided, however, that household, domesticated pets as allowed by the City code may be kept on each Lot so long as they are not kept, raised, or maintained thereon for any business or commercial purposes, provided that they do not become a nuisance or annoyance and provided that no more than three (3) domesticated pets may be kept on any Lot at any one time. The keeping of pets shall be governed by rules and regulations of the ARB. Dog houses/fenced runs shall be submitted for approval to the ARB.

Section 18. Commercial Trucks, Trailers, Campers and Boats. No commercial vehicle, recreational vehicle (including, but not limited to, personal water craft, all terrain vehicles, two-wheeled dirt bike motorcycles and boats), camper, mobile home, motor home, boat, house trailer, boat trailer or trailer of any other description, 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. Provision for temporary visitation may be established by the ARB. This prohibition of parking shall not apply to temporary parking of commercial vehicles,

such as for pick-up and delivery and other commercial services, nor to vehicles for personal use (including personal water craft, recreational vehicles, boats and boat trailers) which are stored within enclosed garages and are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of Declarant or its affiliates or any building contractor designated by Declarant in writing.

Any vehicle parked in violation of these or other restrictions contained herein, or in the ARB's rules and regulations, may be towed by the Association at the sole 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. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the Owner to receive it for any other reasons, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, personal water craft, all terrain vehicles, boats and trailers; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

No vehicles commonly known as "three-wheelers", "two-wheel dirt bikes", "all-terrain vehicles", or "go carts" or any other form of similar motorized transportation shall be operated on the Property.

Notwithstanding anything in the foregoing to the contrary, each Residential Property shall have a garage large enough to accommodate at least two (2) cars. Garage doors shall remain in operating condition and shall remain in the down position at all times, except when moving cars or transporting items to and from the Residential Property through the garage. Residents shall park their cars in their garages or when not possible, in their driveways, but in no case along the street or the right-of-ways. Guest of Owners shall be instructed by the Owner to take great care in parking in the driveway of the host whenever possible, but if not possible, not for a period greater than eight (8) hours.

Section 19. No Outdoor Drying. No clothing, laundry or wash shall be aired or dried outside of any building structure on any Lot and no outdoor drying apparatus shall be placed 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. 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 20. Unit Air Conditioners, Screening of Equipment and Reflective Materials. No air conditioning units may be mounted through windows or walls unless approved by the ARB. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the ARB for energy conservation purposes. All air conditioning units, l.p. tanks, and pool pumps and other equipment must be screened from view from the adjacent street by a thirty inch (30") high shrub or approved fencing or if the rear yard of the Lot abuts a water retention area or pond, then screened from view from the water retention area or pond by appropriate landscaping. All masonry walls and wood fences erected for such

purposes must be painted. All such fences and walls shall be properly maintained by Owner. The placement of air conditioning units in side yards is not permitted.

Section 21. Exterior Antennas. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of eighteen inches (18") 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 ARB, 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.

Section 22. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant or its affiliates during construction periods.

Section 23. Skateboard Ramps. No ramps or other structures for skateboards, roller blades, scooters or similar equipment shall be permitted on any Lot or on the Property at any time.

Section 24. Solar Heating Panels. For aesthetic purposes, the location, type and design of solar heating panels must be approved by the ARB prior to installation, which may require landscape screening.

Section 25. Basketball Goals and Equipment. No basketball goals, backboards, poles or other equipment may be installed, located or maintained on any Lot other than temporary basketball goals which are used on driveways and which must be stored inside a garage or other permitted structure on a Lot when not in use.

Section 26. Children's Play Structures. Prior to placement on any Lot, the location of any children's play structure, whether temporary or permanent, shall be approved by the ARB in its sole discretion. Children's play structures shall not have any material coverings or canopies except those approved by the ARB, which may require a specific type, design, material and color. The ARB, in its sole discretion, may require children's play structures to be partially screened by landscaping, trees, fences or walls. Playground structures must be positioned in the rear yard of the residence and no closer than ten feet (10') from the side property line.

Section 27. Outside Storage and Storage Sheds. Outside storage or storage sheds or similar structures are not permitted on any Residential Property.

Section 28. Owner's Obligation to Rebuild. If all or any portion of a structure on any Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such structure in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty; provided, however, that the foregoing obligation of an Owner to rebuild, repair or reconstruct shall not apply to the extent that maintenance obligations are assigned to and performed by the Association pursuant to Section 13 of this Article 10. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by governmental authority, in which case reconstruction shall be undertaken within the time allowed by the governmental authority.



Section 29. Soliciting. No soliciting shall be allowed at any time within the Property.

Section 30. Drainage. All stormwater from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, or retention areas, all in accordance with the applicable governmental approvals. Stormwater from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or under any contiguous or adjacent Lot unless a drainage easement shall exist for same and same is done in accordance with any and all applicable governmental permits and approvals. All work done on any Lot affecting or pertaining to the Lot grade, original drainage plan, the flow of surface water, stormwater drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with the site grading and drainage plans for the Lot as approved by the City.

Section 31. Flags. Display of flags is permitted on Lots only as and to the extent permitted pursuant to Section 720.304, Florida Statutes.

Section 32. Solar Equipment. No solar heating equipment or devices are permitted outside of any enclosed structure on any Lot, except such devices whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for such equipment or device must be submitted for approval to the ARB prior to installation and approval and will be granted only if: (i) such equipment or device is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from the street or any adjacent Lot and is consistent with the Community-Wide Standard); and (ii) the equipment or device complies to the maximum extent feasible with the ARB requirements.

Section 33. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are pre-approved by the ARB. Such containers shall be screened from view from outside of the Lot except when they are being made available for collection. Rubbish, trash and garbage must be removed from the Lots and may not be permitted to accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot.

Section 34. Spa and Pool Equipment. All spa and pool equipment stored on any Lot shall be blocked from view from outside the Lot. No above ground pools shall be installed on any Lot.

Section 35. Street Lighting. Street lighting shall be provided in accordance with City subdivision regulations. All lighting shall be maintained by the Association and/or the appropriate utility provider, its successors or assigns.

Section 36. Use of Name "Millennia Park". No Owner shall use the name "Millennia Park" or any logo associated with such name 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 the 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 37. Signs. No sign of any kind shall be displayed to the public view from any Lot or improvement thereon, except any sign used by the Declarant to advertise the company or builder, project, sales or other matters during the construction and sales period. No sign of any kind shall be permitted to be placed inside a Residential Property or on the outside walls of the Residential Property so as to be visible from the exterior, nor on any Common Area, or non any dedicated streets, drainage easement areas or any other dedicated areas, if any, or non any entryways nor any vehicles within the Property, except such as are placed by the Declarant. Provided, however, one (1) discreet, professionally prepared "For Sale" or "For Lease" sign of not more than four (4) square feet may be placed on the street side of the Lot, subject to prior approval by the ARB. An Owner may only place one "For Sale" or "For Lease" sign up at a time, even if such Owner owns multiple Lots, and whether or not such Lots are adjacent to each other.

Section 38. Window Treatments. Any window treatments installed within any house constructed on a Lot that are visible from adjoining Lots or Common Streets and Roads shall be limited to white or off-white color.

Section 39. Lakes and Ponds. No fishing, boating, swimming or any other type of recreational activity shall be permitted in the lakes and ponds.

Section 40. Amendment to Use Restrictions. In furtherance of the purposes of this Declaration, Declarant acknowledges the need for an ability to respond to unforeseen problems, changes in circumstances, conditions, needs, desires, trends and technology which affect the Property and Owners, and in furtherance thereof Declarant hereby establishes that the Association shall have the ability to enact, modify, expand, create exceptions to, limit, cancel and/or otherwise amend the Use Restrictions (for purposes of this Article X, hereinafter an "Amendment"), all upon the terms and conditions as set forth in this Article X. Notwithstanding anything in the foregoing to the contrary, no Amendment of the Use Restrictions shall be permitted without the express written consent of the Declarant for so long as the Declarant shall own at least five percent (5%) of the total number of Lots and Units within the Residential Property. Additionally, no Amendment of the Use Restrictions may be made in violation of the following provisions, except as may be specifically provided in this Declaration:

A. Similarly situated Owners shall, to the extent reasonably practicable, be treated similarly.

B. No Amendment of the Use Restrictions may abridge the rights of Owners to display religious and holiday signs, symbols and decorations inside dwellings on their Lots, except that the Board may adopt time, place and manner restrictions with respect to displays visible from outside the dwelling.

C. No Amendment of the Use Restrictions may interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to limit the total number of occupants permitted in each dwelling within rental property on the basis of the size and facilities of the dwelling constructed on the Lot and such Lot's occupants' fair use of the Common Property.

D. No Amendment of the Use Restrictions may interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with property restricted to residential use, and any activities that create monetary costs for the Association or other Owners, that create a danger to health or safety of other Owners or their family, tenants, guests or other invitees, that cause offensive odors, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance to other Owners, their family, tenants, guests or invitees.

E. No Amendment of the Use Restriction may require an Owner to dispose of personal property which it maintained in or on its Residential Property prior to the effective date of such Use Restriction, or to vacate a dwelling in which it resided prior to the effective date of such Amendment of the Use Restriction, provided that such personal property was maintained, or such occupancy was, in compliance with this Declaration and all Use Restrictions previously in force.

Section 41. Additional City Imposed Restrictions. In addition to the aforescribed Use Restrictions, the Property shall also be subject to any restrictive covenants that are required to be imposed upon the Property in satisfaction of the requirements imposed by the City, including but not limited to restrictions in conjunction with the approval of a PSP/DP for the Property ("**City Use Restrictions**") which City Use Restrictions shall constitute Use Restrictions for purposes of this Declaration, subject to all of the foregoing terms and provisions of this Article X, except as and to the extent modified in accordance with this Section 41. In the event of any inconsistency between the Use Restrictions set forth in Sections 1 through 42 of this Article X, and the City Use Restrictions, then whichever of such Use Restrictions or the City Use Restrictions is more stringent, more restrictive, or which creates a higher standard, shall be controlling.

Notwithstanding anything to the contrary contained in this Declaration, the City Use Restrictions may not be amended, removed or superseded without the prior approval of the City Commission, which approval may be withheld in the Commission's sole discretion. Additionally, the City Use Restrictions may be enforced by the Association or any person owning any part of the Property. Lastly, the City shall have the right, but not the duty, to enforce the City Use Restrictions in the same manner as it enforces its ordinances and regulations.

Section 42. Additional FDEP Imposed Restrictions. The Property is located on or near portions of the former cypress creek golf course upon which certain agrichemicals, including but not limited to herbicides, pesticides, and fertilizers, were lawfully applied, resulting in certain arsenic soil impacts. Portions of the Property have been or are being remediated to remove the identified arsenic impacted soil from all Lots and any community parks and to properly manage soils from the former cypress creek golf course in accordance with Florida laws and regulations and in cooperation with the Florida Department of Environmental Protection ("**FDEP**") (the "**Soil Management Activities**"). The Soil Management Activities, when complete, will include the recording of use restrictions on portions of the Property other than the Lots, as well as a restriction on the Lots prohibiting any use of groundwater from the Lots, including, but not limited to, as a source of potable water or for irrigation ("**FDEP Restrictions**"). All Owners shall be deemed to have taken title to its Residential Property with knowledge of, and subject to, the afore described risks and use restrictions and shall be deemed to release Declarant and the



Association from any and all liability associated with the afore described risks, and further to have agreed to indemnify and hold Declarant and the Association harmless from and against any demands, actions, causes of action, suits, judgments, claims, liabilities, or damages ("claims") arising from, or related to the afore described risks or any violation of the afore described use restrictions by Owner or any family member, guest, invitee, tenant, employee, agent or other representative of Owner or any of Owner's successors or assigns, including but not limited to, any claims asserted by any third party or government entity, including but not limited to any person or entity that is a successor or assign of Owner's rights, title or interest in its Residential Property or that acquires any interest in the Residential Property from or through an Owner, directly or indirectly, or is on or near the Residential Property as a direct or indirect family member, guest, invitee, tenant, employee, agent or other representative of Owner or any of Owner's successors or assigns.

To the extent this Declaration or any Plat grants Owner the right to use any portion of the Property that is subject to the FDEP Restrictions, such use shall be subject and subordinate to the FDEP Restrictions. The purpose and the powers of the Association shall also include responsibility for all aspects of compliance with the FDEP Restrictions, including, without limitation, responsibility to complete and fulfill any and all obligations of the Declarant, as may be required by the FDEP Restrictions, including, but not limited to, enforcing compliance with all maintenance and inspection protocols set forth in the FDEP Restrictions.

The FDEP Restrictions may not be amended, removed or superseded without the prior approval of Declarant and FDEP, which approval may be withheld in Declarant's or FDEP's sole discretion. Additionally, the FDEP Restrictions may be enforced by the Association.

Section 43. Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Article X set or establish minimum standards in excess of applicable governmental regulations, including, without limitation, building, zoning, land use and environmental regulations, the covenants, conditions and restrictions set forth in this Article X shall take precedence and prevail over less stringent governmental regulations.

## ARTICLE XI TURNOVER

Section 1. Time of Turnover. The Turnover of the Association by the Declarant shall occur at the Turnover meeting described in Section 2 below, which meeting shall be called by the Declarant and shall take place no later than three (3) months after the occurrence of the following events, whichever event occurs earliest:

A. Declarant makes the election, in its sole and absolute discretion, to voluntarily convert its Class C membership to Class A or Class B membership, as appropriate, which voluntary conversion shall be effected by Declarant giving written notice of such voluntary conversion to the Association.

B. When 90% of the Lots, Units and parcels in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners.

Section 2. Procedure for Calling Turnover Meeting. The purpose of the Turnover meeting shall be to allow Members other than the Declarant to elect a majority of the Directors to the Board of the Association pursuant to Section 720.307 of the Association Act. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Members of the date, location, and purpose of the Turnover meeting.

Section 3. Procedure for Meeting. The Turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

## **ARTICLE XII** **DECLARANT'S RIGHTS**

Notwithstanding any provisions contained in this Declaration to the contrary, at any time that Declarant owns or has contracted to purchase any of the lands located within the Property, Declarant shall have the following rights described in this Article XII, and the following restrictions described in this Article XII shall remain in effect:

A. Declarant may maintain and carry on upon portions of the Common Property such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of any of the lands within the Property including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Property owned by the Declarant as models, sales offices, and for lodging and entertainment, respectively, of sales prospects and other business invitees.

B. No person or entity shall record any declaration of covenants, conditions and restrictions affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent and signed by the Declarant.

C. Declarant shall have the right, in its discretion, to receive and approve all sales, promotional, and advertising materials for the subdivision and sale of lands in the Property by any Owner, which approval shall not be unreasonably withheld. Declarant shall deliver notice to any such Owner of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials, forms and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or decreed to be obtained. It is hereby established that if Declarant elects to exercise the rights set forth above to review and approve all sales, promotional and advertising materials of any Owner, it shall not by doing so incur or create in favor of any third party any liability, obligation or responsibility to ensure that any such materials comply with any and all applicable laws, rules and regulations nor to determine or correct any false or misleading claims or statements contained in such materials.

Further in this regard, Declarant's exercise of such rights shall not be deemed to create a partnership, joint venture or principal/agent relationship with such Owner.

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right of the Declarant beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of the County.

This Article XII may not be amended without the express written consent of the Declarant.

### **ARTICLE XIII** **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of the "Eligible Holders" (defined later in this Article XIII) only and may not be enforced or relied upon by anyone else.

Section 1. Notices of Action. An Institutional Lender that provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and to identify with particularity the Lot, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

A. Any delinquency in the payment of Assessments or charges owed by an Owner of the Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Eligible Holder, upon request, is also entitled to written notice from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation or Bylaws which is not cured within sixty (60) days;

B. Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

C. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association;

D. Any proposed action which, pursuant to the terms of this Declaration, the Articles, the Bylaws, or under applicable law, would require the consent of a specified percentage of Eligible Holders; or

E. If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to any of this Declaration, the Articles, or the Bylaws, or extraordinary action of the Association, as defined under VA Pamphlet 26-7.

Section 2. No Priority. No provision of this Declaration, the Articles of Incorporation or the Bylaws gives or shall be construed as giving any Owner, Member or other

party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residential Property.

Section 4. Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, or the U.S. Department of Veterans Affairs subsequently delete any of their respective requirements which necessitate the provisions of this Article XIII or make any such requirements less or more stringent, then the Declarant (if prior to Turnover) or the Board (prior to or after Turnover), without approval of the Owners or the Members, may adopt and cause an amendment to this Article XIII to be recorded in the Association's minute book and the public records of the County to reflect such changes.

Section 5. Applicability of this Article. Nothing contained in this Article XIII shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Articles, the Bylaws, or Florida corporate law for any of the acts set out in this Article XIII.

Section 6. Failure of Mortgagee to Respond. Any Mortgagee 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 thirty (30) 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 XIV INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all improvements on the Common Property. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This 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.

To the extent available on commercially reasonable terms and conditions, the Board may also obtain a public liability policy covering the Common Property, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability shall have at least One Million Dollar (\$1,000,000.00) limit 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.

Premiums for all insurance on the Common Property shall be Common Expenses of the Association and shall be included in the Annual Assessment, as described in Article VIII. The

policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Subsection B below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Florida and which holds a Best's rating of A or better, if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Property shall be for the benefit of the Association, the Declarant and the Members.

C. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

E. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Orlando, Florida, metropolitan area.

F. The Board shall make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, and their respective tenants, servants, agents and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of any one or more individual Owners;

(4) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of the conduct of any Director, Officer, or employee of the Association or its duly authorized representative without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time

period within which the defect may be cured by the Association, any Member, any Owner or Mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section 1 of this Article XIV, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on Directors, Officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available, and flood insurance if required. The amount of fidelity coverage shall be determined in the Board's best business judgment but, if reasonably available, may not be less than three (3) months' assessment on all Residential Property, plus reserves on hand. 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.

Section 2. Individual Insurance. By virtue of taking title to a Residential Property, each Owner covenants and agrees with all other Owners, and with the Association, that each Owner shall carry blanket all-risk casualty insurance on the Residential Property(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article XIV for insurance on the Common Property. 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. The 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, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Residential Property 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 Residential Property in a neat and attractive condition consistent with the Community-Wide Standard.

Section 3. Damage and Destruction.

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Property shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Property shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Property shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Property shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement, as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Eligible Holder and may be enforced by same.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Property for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### **ARTICLE XV** **NO PARTITION**

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Property or any part thereof, nor shall any person or entity acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article XV shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or real property which may or may not be subject to this Declaration.

**ARTICLE XVI**  
**CONDEMNATION**

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of the Voting Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any Property which may become subject to this Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Property on which improvements have been constructed, then unless within sixty (60) days after such taking, the Declarant, so long as the Declarant owns or has under contract to purchase lands within the Property, and Voting Members representing at least seventy-five percent (75%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article XIV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

**ARTICLE XVII**  
**GENERAL PROVISIONS**

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Voting Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute an affidavit which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of



such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution.

Said certificate shall be recorded in the Public Records of the County and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of this Declaration shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 2. Amendments by Members. This Declaration, and the Articles of Incorporation and Bylaws, may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes of the Association; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is expressly stated as a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration, the Articles of Incorporation or Bylaws, is approved by the Members as set forth above, the President and Secretary of the Association shall execute an appropriate amendment which shall set forth 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 of Members of the Association, the 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. If such amendment relates to this Declaration it shall be recorded in the Public Records of the County.

Section 3. Amendments by Declarant. Until such time as the Turnover meeting described in Article XI occurs, the Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of this Declaration or the restrictive covenants contained in this Declaration. After the Turnover, the Declarant shall continue to have the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of this Declaration as necessary to comply with any obligations or requirements imposed upon Declarant, or otherwise in connection with the development of the Property, by any applicable governmental authority. Otherwise, following Turnover, this Declaration may only be amended pursuant to the provisions of Section 2 of this Article XVII.

Section 4. Restrictions on Amendments. Notwithstanding anything to the contrary contained in Sections 2 or 3 of this Article XVII above, no amendment to this Declaration, the Articles of Incorporation or Bylaws may (i) remove, revoke, or modify any right or privilege of the Declarant without the written consent of Declarant or the assignee of any such right or privilege, (ii) impair the validity or priority of the lien of any Mortgage held by a Mortgagee 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, Articles of Incorporation or Bylaws is included in satisfaction of any condition of approval of the PSP/DP or Plat, such

provision shall not be changed, amended, modified or otherwise deleted or eliminated without the prior written consent of the City, (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Property, or (v) change, amend, modify, eliminate or delete the restrictions contained in this Section 4 of this Article XVII. In addition to the foregoing, any amendment to this Declaration that would affect the Surface Water Management System (including any Conservation Areas) shall be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the SFWMD Permits. In no event shall any such amendment be made without the prior approval of the SFWMD.

Section 5. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Declarant may be assigned to any person, corporation or association which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing the consent in writing to accept such assignment and assume such duties, the assignee shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant, as the case may be. Further, the Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

Section 6. Special Exceptions and Variations. Unless the written consent of the Association is first obtained, no Owner shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to land or improvements within the Property.

Section 7. MSTUs/MSBUs. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with the County or the City, as may be appropriate, may seek the formation of MSTUs and/or MSBUs. The MSTUs/MSBUs will have responsibilities established in their enabling resolutions which may include, but are not limited to, construction and maintenance of roadway information signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas and parks, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSTUs/MSBUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTUs/MSBUs. Personnel working for or under contract with the County or the City, as may be appropriate, shall have the right to enter upon lands within the Property to affect the services to affect the services contemplated. Each Owner, by acquiring lands within the Property, agrees to pay each and every MSTUs/MSBUs assessment imposed upon the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Association retains the right to contract with the County or the City, as may be appropriate, to provide the services funded by the MSTUs/MSBUs.

Section 8. Surface Water Management System. The Declarant has caused or will cause to be constructed a Surface Water Management System for the Property, including, but not limited to, drainage canals, lakes and drainage retention/detention ponds within the geographic area shown on the PSP/DP. At Declarant's option, all permits or other approvals associated with the Surface Water Management System, including, but not limited to, SFWMD Permit No. 48-

01678-P, Application No. 060407-22 a copy of which is attached hereto as **Exhibit "D"**, and any construction permits issued for the Property (collectively, "**SFWMD Permits**"), may be transferred or assigned to the Association, and the Association shall be obligated to accept such transfer or assignment, as the operating entity with respect to such permits or approvals, and the entity ultimately responsible for all aspects of compliance therewith, including, without limitation, responsibility to complete any and all required wetlands mitigation, and all required maintenance and monitoring thereof, as may be required by any such permits or approvals. In furtherance of the foregoing, the Association shall operate, maintain and manage the Surface Water Management System in a manner consistent with the SFWMD Permits, and shall assist in the enforcement of the provisions of this Declaration which relate to the Surface Water Management System. The Association shall have unobstructed ingress to and egress from all components of the Surface Water Management System at all reasonable times to maintain said ponds and lakes in a manner consistent with its responsibilities as provided in Article VI and any Rules and Regulations promulgated by the Association under authority thereof. No person whatsoever, including any Owner, shall cause or permit any interference with such access and maintenance. Should any Owner fail to sufficiently maintain any portion of the Surface Water Management System within its boundaries (or any portion of a surface water management system which connects with the Surface Water Management System) as required by this Declaration, the Association shall have the authority to maintain such portion and the cost of such maintenance shall be assessed against and become a debt of the Owner and shall become immediately due and payable as provided for other Assessments of the Association. Consequently, no Owner shall utilize, in any way, any of the Property drainage facilities or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Declarant and the Association. Further, where an Owner is contiguous to any of the drainage facilities of the Property, the Owner shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures. The SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System. The City shall also have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Surface Water Management System.

Section 9. Reclaimed Water. If an irrigation system capable of using reclaimed water for irrigation purposes is installed adjacent to a Lot, and reclaimed water shall 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) 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, (i) a uniform rate applicable to all Owners evenly, or (ii) the volume of reclaimed water used at each Lot.

Section 10. Enforcement. The Association is hereby empowered to adopt reasonable Rules and Regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration, the Bylaws or the Rules and Regulations of the Association. A fine levied pursuant to this Section 10 may not be imposed without at least fourteen (14) days' prior written notice to the person sought to be fined and a single opportunity for a hearing before a Committee. If the Committee, by majority vote, does not approve a

proposed fine, it may not be imposed by the Association. The Committee's written recommendation shall be delivered to the Board within fourteen (14) days after the date of the Committee's hearing. If the Association imposes a fine, the Association must provide written notice of such fine by mail or hand delivery to the Member and, if applicable, to any affected tenants, guests or other invitees of the Member's Lot. 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 herein by meaningful fines. Therefore, fines may exceed \$1,000.00 in the aggregate and, unless prohibited by law, 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 herein. If at any point applicable law requires that the maximum aggregate amount of fines be stated, then the maximum aggregate amount of fines shall be \$100,000.00. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's Residential Property. To the maximum extent permitted by law, in addition to or in lieu of the levying of fines, the Association shall also be permitted to pursue actions in law and equity including, but not limited to, seeking damages and injunctive relief, to address any violations of the covenants, conditions, and restriction set forth herein. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by or pursuant to these covenants. Failure of the Association or any Owner or the Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Association and Declarant shall have the right of self help to cure any violations that remain uncured after any required notice is given.

Section 11. Severability. Should any covenant, condition or restriction contained in, or any Article, Section, Subsection, sentence, clause, phrase or term of, this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 12. Interpretation. The Board shall have the right, except as limited by any other provision of this Declaration, the Articles of Incorporation or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best lend toward the consummation of the general plan of improvements.

Section 13. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws, unless the terms of this instrument provide otherwise.

Section 14. Termination. The Association is to exist in perpetuity; however, should the Members of the Association vote not to renew and extend this Declaration as provided herein, or at any time that the Association is dissolved, the Association shall transfer to another not-for-profit homeowners association or appropriate public agency having similar purposes, all ownership, rights and other interests held at such time by the Association in the Common Property, including, but not limited to, the Surface Water Management System and the Conservation Areas. Any association to which that portion of the Common Property consisting of the Surface Water Management System or Conservation Areas is conveyed must meet the requirements of a "responsible entity" consistent with applicable rules and regulations of the SFWMD, and such entity must be approved in writing by the SFWMD prior to such conveyance. If no other association or agency will accept such property then it will be conveyed to a trustee appointed by the Circuit Court of Orange County, Florida, which trustee shall sell the Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Orange County, Florida. That portion of the Common Property consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Property. The excess of proceeds, if any, from Common Property shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owner in Common Expenses.

Section 15. Execution of Documents. The PSP/DP for the development of the Property may require from time to time the execution of certain documents required by governmental authorities. To the extent that said documents require the joinder of Owners, the Declarant may, through its duly authorized officers, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents. The Owners, by virtue of their acceptance of deeds or other conveyance instruments conveying title to any portion of the Property, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section 15 of this Article XVII shall recite that it is made pursuant to this Section 15 of this Article XVII.

Section 16. Indemnification. To the full extent as permitted by applicable law, the Association shall indemnify every Officer, Director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such Officer, Director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an Officer, Director, or committee member. The Officers, Directors, and committee member shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability on account of any such contract or commitment. Any right

to indemnification provided for herein shall not be exclusive of any other rights to which any Officer, Director, or committee member, or former Officer, Director, or committee member may be entitled. Upon approval of the Board, the Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 17. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its not for profit status under applicable state or federal law.

Section 18. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 19. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws and the Rules and Regulations, said Articles of Incorporation shall take precedence over conflicting provisions in the Bylaws and the Rules and Regulations, and said Bylaws shall take precedence over conflicting provisions in the Rules and Regulations.

Section 20. Notice. Any notices required to be given hereunder shall be given by either (i) personal delivery, (ii) certified mail, postage pre-paid, return receipt requested, or (iii) overnight courier service that provides a receipt evidencing delivery of packages, such as Federal Express. The notices to be delivered to the Owners shall be sent to the addresses appearing in their respective recorded deeds, or at such other address as such Owner has provided to the Association. Notices to the Declarant shall be sent to the Declarant's address set forth in the initial paragraph of this Declaration, or, if applicable, to the address of any assignee of the Declarant's interest hereunder as set forth in any instrument recorded in the Public Records of the County. Notices to the Association shall be sent to the principal address of the Association as established in the records of the Secretary of State, State of Florida. Notices shall not be deemed to have been delivered to the intended addressee until same or actually delivered to the appropriate address as set forth above. Notwithstanding anything in the foregoing to the contrary, any notice required to be given hereunder to any Member may be given to such Member pursuant to any means authorized by the Association Act or the Bylaws. Notice to any one or more of any co-owners of any Residential Property shall constitute notice to all Owners of such Residential Property.

Section 21. Covenants Run With the Land. Each covenant, condition, restriction, easement and other provision contained herein shall be appurtenant to and for the benefit of the Property and shall be a burden thereon for the benefit of all the Property and shall run with the land. This Declaration and the covenants, conditions, restrictions and easements created hereby shall inure to the benefit of and be binding upon Declarant and its successors in title to any of the Property; provided, however, that if any Owner conveys fee simple title to the portion of the Property owned by such Owner, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with such portion of the Property arising under this Declaration, the Articles of Incorporation and/or the Bylaws to be performed or arising after

the conveyance of said fee simple title, but shall remain liable for all obligations arising prior to the conveyance of such title.

Section 22. Not a Public Dedication. Except as specifically stated in this Declaration, nothing herein shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

Section 23. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any 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 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 or deed of trust made in good faith for value, 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, trustee sale or otherwise.

Section 24. Attorneys' Fees. In the event of the institution of any legal proceedings for any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which costs and fees shall also include those caused by reason of any appellate proceeding, re-hearing or otherwise, from the non-prevailing party.

Section 25. Negation of Partnership. None of the terms 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 parties to be charged.

Section 26. Non-Merger. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principle or theory including, but not limited to, the principle generally known as "merger," the ownership of the entirety of the lands defined as the "Property" by the same party at the same time shall not result in or cause the termination of this Declaration and, likewise, ownership by the same party at the same time of both the benefited and burdened lands associated with any of the easements created herein shall not result in or cause the termination of any of such easements.

**[INTENTIONALLY BLANK - SIGNATURE PAGES BEGIN ON PAGE 62]**

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

"DECLARANT"

WITNESSES:

K. HOVNANIAN HOMES OF FLORIDA I, LLC, a Florida limited liability company

Kevin Kramer  
Print Name: Kevin Kramer

By: [Signature]  
Name: Scott South  
Title: Attorney in fact  
Date: March 20, 2012

Susan C Karst  
Print Name: Susan C Karst

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, Scott South, as Attorney in fact of K. HOVNANIAN HOMES OF FLORIDA I, LLC, a Florida limited liability company, to me well known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same on behalf of the company.

WITNESS my hand and official seal this 20 day of March, 2012.

(NOTARIAL SEAL)

[Signature]

Notary Public, State of Florida  
My commission expires: \_\_\_\_\_  
(Seal)





**EXHIBIT "A"**  
**("Property")**

MILLENNIA PARK PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 76, PAGES 26 THROUGH 37, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT:

TRACT "S", MILLENNIA PARK PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 76, PAGES 26 THROUGH 37, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**EXHIBIT "B"**  
**("Articles of Incorporation")**

**ARTICLES OF INCORPORATION  
OF  
MILLENNIA PARK HOMEOWNERS ASSOCIATION, INC.  
A NOT FOR PROFIT CORPORATION**

**ARTICLE I**  
**NAME**

The name of this corporation shall be **MILLENNIA PARK HOMEOWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in these Articles of Incorporation as the "Association."

**ARTICLE II**  
**DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Association shall have perpetual existence.

**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 Declaration of Covenants, Conditions, Easements and Restrictions for Millennia Park ("Declaration") recorded in the Public Records of Orange County, Florida. Capitalized terms used herein without definition shall have the same meanings given to such terms in the Declaration. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the laws of the State of Florida, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in these Articles of Incorporation, the Bylaws of the Association, the Declaration or the Association Act. The Association shall have the power and obligation to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles of Incorporation and the Bylaws of the Association, including, but not limited to, (i) the ownership and maintenance of all Common Property, including the Surface Water Management System and Conservation Areas, (ii) the levy and collection of Assessments against Members of the Association, 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 Declaration. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable in whole or in part. Any instrument affecting such a transfer shall specify the duration thereof and the means of revocation. The Association is not formed for pecuniary profit and the Association shall not pay dividends, and no part of any income or assets of the Association shall be distributed to its Members, Directors or Officers (as that term is defined in the Bylaws).

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

The initial principal office and mailing address of the Association is located at c/o K. Hovnanian Cambridge Homes, L.L.C., a Florida limited liability company, whose address is 4767 New Broad Street, Orlando, Florida, 32814.

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

CorpDirect Agents, Inc., whose address is 515 East Park Avenue, Tallahassee, Florida 32301, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

**ARTICLE VI**  
**DISSOLUTION OF THE ASSOCIATION**

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

6.1 All Eligible Property shall be automatically deemed withdrawn by Declarant, with Declarant thereafter authorized to further evidence the withdraw of the Eligible Property by execution of a Supplement describing the real property withdrawn, which Declarant may then recorded in the Public Records of the County.

6.2 Conveyance to a not for profit corporation homeowners' association similar to the Association or dedication to any applicable municipal or other governmental authority determined by the Board to be appropriate for such dedication, which authority is willing to accept such dedication, of any property and responsibilities of the Association, which association or governmental authority shall then be responsible for the operation and maintenance thereof. With respect to the Association's responsibility for the operation and maintenance of the Surface Water Management System and Conservation Areas, such obligation must be transferred to and accepted by an entity which satisfies the requirements of Section 40E-4.361(3), Florida Administrative Code, and be approved by the SFWMD prior to dissolution. If no other association or governmental authority will accept such property and responsibilities then it will be conveyed to a trustee appointed by the Circuit Court of Orange County, Florida, which trustee shall sell such property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Orange County, Florida. That portion of the property consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

**ARTICLE VII**  
**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 Declaration, these Articles of Incorporation, the Bylaws of the Association, any Rules and Regulations promulgated by the Association, the Florida Not For Profit Corporation Act and the provisions of the Association Act.

**ARTICLE VIII**  
**VOTING RIGHTS**

8.1 A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Declaration and these Articles of Incorporation. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Declaration, these Articles of Incorporation, and the Bylaws.

8.2 Unless elsewhere specifically provided to the contrary in the Declaration or these Articles of Incorporation, any provision of the Declaration, these Articles or the Bylaws which requires the vote or approval of a majority or other specified fraction or percentage of the total voting interests of the Association, shall be deemed satisfied by either of the following:

A. The vote in person or by proxy of the majority or other specified fraction or percentage of the total voting interests of the Association at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members of the Association.

B. Written consents signed by the majority or other specified fraction or percentage of the total voting interests of the Association.

8.3 Except as provided otherwise in the Declaration or these Articles, a quorum at meetings shall consist of thirty percent (30%) of the total voting interests in the Association, whether represented in person or by proxy. Subject to any contrary provision or requirement contained in the Declaration, if a quorum is present, the affirmative vote of a majority of voting interests represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater vote is required by the Declaration, the Articles of Incorporation, these Bylaws, or by Florida law. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the voting interests of such class of Members shall constitute a quorum for the transaction of such item of business by that class, unless provided to the contrary in the Articles of Incorporation, in the Declaration, or otherwise required by Florida law. After a quorum has been established at a meeting, the subsequent withdrawal of a Member so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**ARTICLE IX**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors who shall be appointed or elected pursuant to the provisions of the Declaration and the Bylaws. The number of Directors constituting the initial Board of Directors 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 are:

<u>Name</u>	<u>Address</u>
James Clark	K. Hovnanian Cambridge Homes, L.L.C. 250 Park Avenue South, Suite 380 Winter Park, Florida 32789
Kevin Kramer	K. Hovnanian Cambridge Homes, L.L.C. 250 Park Avenue South, Suite 380 Winter Park, Florida 32789
Sue Karst	K. Hovnanian Cambridge Homes, L.L.C. 250 Park Avenue South, Suite 380 Winter Park, Florida 32789

**ARTICLE X**  
**OFFICERS**

The affairs of the Association shall be administered by the Officers designated in the Bylaws. Until Turnover, the Officers shall be appointed by the Declarant and shall serve at the pleasure of the Declarant; provided, however, that if at anytime Declarant is not permitted under Florida law to appoint such Officers, then Declarant shall have the right to elect all such Officers. Commencing with the Turnover meeting, the Officers shall be elected by the Board of Directors, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Kevin Kramer/President	250 Park Avenue South, Suite 380 Winter Park, Florida 32789
Sue Karst/Vice President	250 Park Avenue South, Suite 380 Winter Park, Florida 32789
James Clark/Secretary & Treasurer	250 Park Avenue South, Suite 380 Winter Park, Florida 32789

**ARTICLE XI**  
**AMENDMENT**

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

**ARTICLE XII**  
**INDEMNIFICATION**

12.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

12.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

12.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

**ARTICLE XIII**  
**BYLAWS**

The first Bylaws of the Association shall be adopted by the Declarant and may be altered, amended or rescinded in the manner provided in the Bylaws.

**ARTICLE XIV**  
**INCORPORATOR**

The name and address of the Incorporator of this corporation is as follows:

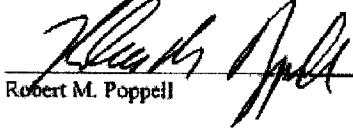
<u>Name</u>	<u>Address</u>
Robert M. Poppel	420 South Orange Avenue Orlando, Florida 32802-0231

**ARTICLE XV**  
**NON-STOCK CORPORATION**

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned has signed this Articles of Incorporation this 22<sup>nd</sup> day of December, 2011.

"INCORPORATOR"

  
\_\_\_\_\_  
Robert M. Poppel

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

Pursuant to the provisions of Chapters 48 and 617, Florida Statutes, the corporation identified below hereby submits the following statement in designation of the Registered Office and Registered Agent in the State of Florida.

MILLENNIA PARK HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 515 East Park Avenue, Tallahassee, Florida 32301, has named CorpDirect Agents, Inc. as its Registered Agent to accept service of process within this State.

**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 and 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.

CORPDIRECT AGENTS, INC.  
a Florida corporation

By: Katie Womack  
Name: Katie Womack  
Title: Assistant Secretary

Dated: December 22, 2011



**EXHIBIT "C"**  
**("Bylaws")**

**BYLAWS**  
**OF**  
**MILLENNIA PARK HOMEOWNERS' ASSOCIATION, INC.**  
**A NOT FOR PROFIT CORPORATION**

1. **Definitions.** Unless otherwise indicated to the contrary, all capitalized terms used herein without definition shall have the meaning given such term in the Declaration of Covenants, Conditions, Easements and Restrictions For Millennia Park ("Declaration") or the Articles of Incorporation of the Millennia Park Homeowners Association, Inc. ("Articles of Incorporation"). For ease of reference, Millennia Park Homeowners Association, Inc. shall hereinafter be referred to as the "Association".

2. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

3. **Seal.** Any seal of the Association shall bear the name of the Association, the word, "Florida", the words, "Not For Profit Corporation", and the year of incorporation.

4. **Members.**

4.1 **Membership and Voting Rights.** Entitlement to membership in, and the voting rights of each Member of, the Association shall be as set forth in the Declaration and the Articles of Incorporation, and the manner of exercising such voting rights shall be as set forth therein and in these Bylaws.

4.2 **Designation of Voting Authorization.** If a Member is constituted to be more than one person or entity, any vote by said Member, or the identity of the person or entity authorized to cast such vote along with the extent of such person's or entity's authority, shall be designated by a certificate (a "Certificate of Authority") signed by all persons constituting the Member and filed with the Secretary of the Association. If a Member is an entity other than a natural person (i.e., corporation, limited liability company, a general or limited partnership, etc.), a Certificate of Authority must be signed by an authorized representative of such entity (i.e., President, managing member, one of the general partners or limited partner, etc.) and filed with the Secretary of the Association. If the land of the Member is owned in trust, a Certificate of Authority must be signed by the trustee of record for the trust and filed with the Secretary of the Association. A Certificate of Authority shall be valid until revoked or until superseded by a subsequently filed Certificate of Authority. A Certificate of Authority may be revoked in writing by the Member who submitted the certificate. At the Board's discretion, no Member shall be entitled to vote in any election or on any matter unless and until such Certificate of Authority has been filed with the Secretary of the Association.

4.3 **Transfer of Membership.** The rights of each Member shall be appurtenant to his or her ownership of Residential Property, as specified in the Declaration, may not be separated from such ownership, and shall automatically pass to the successors and assigns of a Member upon the recordation of the change in ownership of the Residential Property in the Public Records of Orange County, Florida and in the records of the Association.

(20018893;3)

(20018891;7)

5. Members Meetings.

5.1 Annual Members Meetings. The annual meeting of the Members of this 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 of Directors, for the purpose of electing Directors (if election of Directors is necessary under the Declaration and the Articles) and transacting any business authorized to be transacted by the Members. Unless otherwise required by Florida law, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Association or the validity of actions of the Directors, the Officers or the Association.

5.2 Special Members' Meetings.

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

- (1) The President,
- (2) A majority of the Board of Directors,
- (3) Members representing at least ten percent (10%) of total voting interests of the Association; or
- (4) The Declarant, so long as Declarant has the right to elect a Director pursuant to Article V, Section 4 of the Declaration.

(b) Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

5.3 Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

5.4 Notice of Meetings. The Association shall give all Owners and Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than 14 days prior to the meeting; provided, however, that a Member must consent in writing to receiving notice by electronic transmission. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable Rule or Regulation, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

5.5 Defects in Notice, Etc. Waived by Attendance. A Member may waive any notice required by these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, signed by the Member entitled to the notice, and be delivered to the Association for the inclusion in the minutes or filing with the Association records. A Member's attendance at the meeting waives objection to lack of notice or defect of notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting also serves to waive objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to the consideration of the matter when it is presented.

5.6 Right to Speak. Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any Rules or Regulations adopted by the Declarant, the Board or by the membership, a Member and an Owner have the right to speak for at least 3 minutes on any item, provided that the Member or Owner submits a written request to speak prior to the meeting. The Association may adopt reasonable Rules and Regulations governing the frequency, duration, and other manner of the Members and Owners statements, which rules must be consistent with this subsection.

5.7 Adjournment. Adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 7.1. of these Bylaws. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 607.0707 of the Florida Statutes, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

5.8 Proxy Voting.

(a) The members have the right to vote in person or by proxy.

(b) To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

5.9 Recording. Any Owner may tape record or videotape meetings of the Board meetings of the Members. The Board may adopt reasonable Rules and Regulations governing the taping of meetings of the Board and the membership.

5.10 Order of Business. The order of business at annual meetings, and as far as practicable at all other meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of committees (including the ARB).
- (f) Appointment of Directors (as applicable).
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

6. Board of Directors.

6.1 Number, Appointment/Election and Term. The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than three (3) nor more than seven (7), and shall always be an odd number (i.e., 3, 5, 7). Any increase or decrease in the number of Directors shall require the affirmative vote of a majority of the voting interests of the Members at any special meeting of the Members called for the purpose of changing the number of Directors. No decrease in the number of Directors shall have the effect of shortening the terms of any incumbent Director. Except as otherwise set forth in the Declaration with regard to appointments/elections by Declarant prior to Turnover, the Directors shall be elected at the annual meeting of Members and at each annual meeting thereafter, by a plurality of the votes cast at such election using a straight voting method for each seat on the Board of Directors to be filled, and shall hold office until the next succeeding annual meeting. Despite the expiration of a Director's term, each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified, until there is a decrease in the number of Directors, or until his earlier resignation, removal from office or death.

6.2 Recall/Removal. Any member of the Board may be recalled and removed from office with or without cause by an agreement in writing, or by written ballot without a membership meeting, or by a majority of the total voting interests, all in accordance with the provisions set forth below and the Association Act; provided, however that since prior to Turnover only the Declarant, as the Class C Member, may appoint or elect the Board, then prior to Turnover only Declarant, as the Class C Member, may recall or remove the Board. Board members may be recalled and removed as provided below:

(a) (1) Directors may be recalled by an agreement in writing or by written ballot without a membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure.

(2) The Board shall duly notice and hold a meeting of the Board within 5 full business days after receipt of the agreement in writing or written ballots. At the meeting, the Board shall either certify the written ballots or written agreement to recall a Director or Directors of the Board, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all records and property of the association in their possession, or proceed as described in subsection (c) below.

(3) When it is determined by the department (as that term is defined in the Association Act) pursuant to binding arbitration proceedings that an initial recall effort was defective, written recall agreements or written ballots used in the first recall effort and not found to be defective may be reused in one subsequent recall effort. However, in no event is a written agreement or written ballot valid for more than 120 days after it has been signed by the Member.

(4) Any rescission or revocation of a Member's written recall ballot or agreement must be in writing and, in order to be effective, must be delivered to the Association before the Association is served with the written recall agreements or ballots.

(5) The agreement in writing or ballot shall list at least as many possible replacement Directors as there are Directors subject to the recall, when at least a majority of the Board is sought to be recalled; the person executing the recall instrument may vote for as many replacement candidates as there are Directors subject to the recall.

(b) (1) The Members may also recall and remove a Director or Directors by a vote taken at a meeting. A special meeting of the Members to recall a Director or Directors of the Board may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the Meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

(2) The Board shall duly notice and hold a Board meeting within 5 full business days after the adjournment of the Member meeting to recall one or more Directors. At the meeting, the Board shall certify the recall, in which case such Member or Members shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subsection (c) below.

(c) If the Board determines not to certify the written agreement or written ballots to recall a Director or Directors or does not certify the recall by a vote at a meeting, the Board shall, within 5 full business days after the meeting, file with the department a petition for binding arbitration pursuant to the applicable procedures in Section 718.112(2)(j) and

718.1255 of the Florida Statutes and the rules adopted thereunder. For the purposes of this subsection, the Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors, the recall will be effective upon mailing of the final order of arbitration to the Association. The Director or Directors so recalled shall deliver to the Board any and all records of the Association in their possession within 5 full business days after the effective date of the recall.

(d) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this subsection or in the Declaration, the Articles or these Bylaws. If vacancies occur on the Board as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled by Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by agreement in writing or by written ballot, Members may vote for replacement Directors in the same instrument in accordance with procedural rules adopted by the division (as that term is defined in the Association Act), which rules need not be consistent with this subsection.

(e) If the Board fails to duly notice and hold a Board meeting within 5 full business days after service of an agreement in writing or within 5 full business days after the adjournment of the Member recall meeting, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board all records and property of the Association.

(f) If a Director who is removed fails to relinquish his or her office or turn over records as required herein, the circuit court in the county where the Association maintains its principal office may, upon the petition of the Association, summarily order the Director to relinquish his or her office and turn over all Association records upon application of the Association.

(g) The minutes of the Board meeting at which the Board decides whether to certify the recall are an official association record. The minutes must record the date and time of the meeting, the decision of the Board, and the vote count taken on each Director subject to the recall. In addition, when the Board decides not to certify the recall, as to each vote rejected, the minutes must identify the Director and the specific reason for each such rejection.

(h) When the recall of more than one Director is sought, the written agreement, ballot, or vote at a meeting shall provide for a separate vote for each Director sought to be recalled.

6.3 Directors Fees. Directors 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.

6.4 Vacancy. Except with regard to any Directors that Declarant has the right to appoint/elect, the vacancies of which may only be filled by Declarant, any vacancy occurring

on the Board of Directors shall be filled by the Members in accordance with the Articles of Incorporation and these Bylaws.

A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the predecessor in office. Any seat on the Board of Directors to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors, but only for a term of office continuing until the next election of Directors by the Members or, if the Association has no Members or no Members having the right to vote thereon, for such term of office as is provided in the Articles of Incorporation.

A vacancy that will occur at a specific later date, by reason of a resignation effective at such later date, may be filled before the vacancy occurs. However, the new Director may not take office until the vacancy occurs.

#### 7. Meetings of Directors.

7.1 Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct association business. All meetings of the Board of Directors 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. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorney 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. Notices of all Board meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, if the Association has more than 100 members, notice may be given via publication of notice, provision of a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Property, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice of meetings of the Directors may be given by electronic transmission in a manner authorized by law for meetings of the Board, committee meetings requiring notice; however, a Member must consent in writing to receiving notice by electronic transmission. 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 of the Assessments. Written notice of any Board meeting at which special assessments will be considered or at which amendments to Rules and Regulations regarding Lot or Unit use will be considered must be mailed, delivered, or electronically transmitted to the Members and Owners and posted conspicuously on the Property or broadcast on closed-circuit cable television not less than 14 days before the meeting. 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. Notwithstanding anything to the contrary contained in the Declaration and

{20018893;3}

7

{20018891;7}

the Articles, if 20 percent of the total voting interests in the Association petitions the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement stated above. Each Member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the Meeting, the Board is not obligated to take any other action requested by the petition.

7.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice to Directors at such place and hour as may be fixed from time to time by resolution of the Board; provided, however, that (a) no such meeting shall be scheduled on any day that is a legal holiday; and (b) so long as Declarant has the right to appoint all of the members of the Board of Directors, the Board is not required to hold regular meetings unless otherwise required by law.

7.3 Special Meetings. Special meetings of the Directors may be called by the President of the Association, by any Director, or by the Declarant as long as Declarant has the right to elect a Director pursuant to Article V, Section 4 of the Declaration.

7.4 Defects in Notice, etc. Waived by Attendance. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

7.5 Telephone Participation. Members of the Board of Directors may participate in Board meetings by means of a conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

7.6 Quorum. A quorum at Directors meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, the Bylaws, or under Florida law.

7.7 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.



7.8 Presiding Officer. The presiding officer of Board meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the Directors present shall designate one Director to preside. Unless otherwise required by Florida law, attendees at Board meetings other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a Director. In such case, the presiding officer may limit the time any such individual may speak.

7.9 Powers and Duties of Board of Directors. Except as otherwise provided in the Declaration, the Articles or herein, all of the powers and duties of the Association existing under Chapter 617 of the Florida Statutes, the Declaration, the Articles of Incorporation, these Bylaws, and the Association Act, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7.10 Action Upon Written Consent Without a Meeting. Unless otherwise prohibited by Florida law, 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.

## 8. Officers.

8.1 Officers and Election. The officers of the Association (the "Officers") shall be a President, who shall be selected from the Board of Directors, 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 Declaration and the Articles. 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. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Board of Directors 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.

8.2 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 President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

8.3 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 by the Board of Directors or the President.

8.4 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 records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

8.6 Compensation. 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.

9. Books and Records.

9.1 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 other property that the association is obligated to maintain, repair, or replace.

(b) A copy of the Bylaws and of each amendment thereto.

(c) A copy of the Articles and of each amendment thereto.

(d) A copy of the Declaration and a copy of each amendment thereto.

(e) A copy of the current Rules and Regulations of the Association.

(f) Minutes of all meetings of its Members and Board of Directors, a record of all actions taken by the Members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes. The Association shall keep the foregoing items of this subparagraph (f) in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of the Board of directors and of the members must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be

removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

(i) 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. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, 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.

(4) Any other records that identify, measure, record, or communicate financial information.

(5) A copy of the disclosure summary described in Section 720.401(1) of the Association Act.

(6) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

(7) All other documents or information that the Association is required to maintain or retain pursuant to Section 720.303 of the Association Act.

9.2 The official records of the Association shall be maintained within the State of Florida 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 a written request for such access. This subsection may be complied with by having a copy of the official records available for inspection or copying on the Property. If the Association has a photocopy machine available where the official 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. The Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, records to be inspected, and manner of inspections, 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. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 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 vendor or Association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective Members. Notwithstanding this subparagraph, the following 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, any 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 imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or administrative proceedings.

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

(c) Personnel records of the Association's employees, including, but not limited to, disciplinary, payroll, health, and insurance records.

(d) Medical records of Owners or residents of the Property.

(e) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone 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, parcel designation, mailing address, and property address.

(f) Any electronic security measure that is used by the Association to safeguard 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.

10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

10.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the Assessments for current expense for the succeeding year or to fund reserves if elected by the Board. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expenses for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) Reserve for Deferred Maintenance. If required by the Board of Directors from time to time, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by the Board of Directors from time to time, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence

10.2 Budget. The Board of Directors shall adopt such budgets as are required by the Declaration.

10.3 Assessments. Assessments against the Owners/Members for their shares of the items of the operating budget shall be made in accordance with the provisions of the Declaration.

10.4 Depository. The depository of the Association will be such banks in the County as shall be designated from time to time by the Directors and the withdrawal of monies

from such accounts shall be only by checks signed by such persons as authorized by the Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this subsection shall supersede the provisions hereof.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the Florida Not for Profit Corporation Act, the Declaration, the Articles of Incorporation, the Bylaws, or the Association Act.


12. Access to Common Property and Recreational Facilities. All Common Property serving the Association shall be available, subject to all restrictions set forth in the Declaration or in any Rules and Regulations adopted by the Association, to Members of the Association and their invited guests for the use intended to such Common Property. The Association may adopt Rules and Regulations pertaining to the use of such Common Property. Members shall have the right to peaceably assemble, or invite public officers or candidates for public office to appear and speak, in Common Property subject to Rules and Regulations adopted by the Association. Notwithstanding anything in the foregoing to the contrary, access to Limited Common Property shall be limited to those Members, and their invited guests, who are Owners of Residential Property to which the use of such Limited Common Property has been reserved and dedicated by the Declarant.


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

14. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

**DIRECTORS:**

  
James Clark

  
Kevin Kramer

  
Sue Karst

**EXHIBIT "D"**  
**("SFWMD Permits")**



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**ENVIRONMENTAL RESOURCE PERMIT NO. 48-01678-P**  
**DATE ISSUED: SEPTEMBER 13, 2006**

FORM 00105  
REV. 06/93

**PERMITTEE:** PULTE HOME CORPORATION  
(CYPRESS CREEK PD)  
4901 VINELAND ROAD SUITE 500,  
ORLANDO, FL 32811

**PROJECT DESCRIPTION:** CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 186 ACRES OF RESIDENTIAL DEVELOPMENT KNOWN AS CYPRESS CREEK PD.

**PROJECT LOCATION:** ORANGE COUNTY, SECTION 17.18 TWP 23S RGE 29E

**PERMIT DURATION:** See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 060407-22, dated March 10, 2006. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**

- SEE PAGES 2 - 3 OF 6 (19 SPECIAL CONDITIONS).
- SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS).

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

On \_\_\_\_\_ **ORIGINAL SIGNED BY:** \_\_\_\_\_  
By ELIZABETH VEGUILLA  
DEPUTY CLERK

**SPECIAL CONDITIONS**

1. The construction phase of this permit shall expire on September 13, 2011.
2. Operation of the surface water management system shall be the responsibility of CONDOMINIUM ASSOCIATION. 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:  
  
As shown in exhibits 26, 27 and 30.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 5:1 (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.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. 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.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation: As shown in exhibit 30.
13. Minimum road crown elevation: As shown in exhibit 30.
14. An average 25' wide, minimum 15', buffer of undisturbed upland vegetation shall be maintained between the proposed development and existing wetlands.
15. Prior to commencement of construction in wetlands and in accordance with the work schedule in Exhibit No. 34, the permittee shall submit documentation from the Florida Department of Environmental Protection that 2.5 freshwater forested credits have been deducted from the ledger for Florida Mitigation Bank.
16. 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.
17. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall



be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.

18. Wetlands not proposed for impacts shall be dedicated as conservation areas in the Cypress Creek Deed Restrictions and Covenants as well as on the final plat. Restrictions for use of the conservation/ common areas shall stipulate:

The wetland areas and upland buffers are hereby dedicated as conservation and common areas. The conservation areas shall be the perpetual responsibility of the Cypress Creek HOA and may in no way be altered from their natural or permitted state as documented in the SFWMD permit. Activities prohibited within the conservation areas include, but are not limited to: construction or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic/nuisance vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Copies of recorded documents shall be submitted to the District's Environmental Resource Compliance staff concurrently with engineering certification of construction completion.

19. The permittee shall retain the services of a professional archaeologist and perform an archeological survey as requested in the May 15, 2006 letter from the Department of State, Division of Historical Resources (Exhibit 35). If historical/archaeological artifacts are discovered, site alteration activities shall be postponed until such time as the Florida Department of State, Division of Historical Resources grants authorization to commence work.

**GENERAL CONDITIONS**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved

PERMIT NO: 48-01678-P

PAGE 5 OF 6

responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
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 Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

PERMIT NO: 48-01678-P  
PAGE 6 OF 6

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

## ENVIRONMENTAL RESOURCE PERMIT

## CHAPTER 40E-4 (10/95)

## 40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,

or

2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-88, 4/20/94, 10-3-95



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

District Permit 48-01678-P  
Application 100422-13

July 8, 2010

K. Hovnanian Cambridge Homes, L.L.C.  
4767 New Broad Street  
Orlando, FL 32814

Dear Permittee:

Subject: Notice of Permit Transfer  
Cypress Creek PD, Orange County  
Sections 17,18, Township 23 South, Range 29 East

In response to your request which we received on April 22, 2010 for transfer of the above, Permit 48-01678-P has been officially transferred from the current permittee, Pulte Homes Corporation, to K. Hovnanian Cambridge Homes, L.L.C. As a condition of transfer you have agreed that all terms and conditions of the permit and subsequent modifications, if any, are understood and accepted, and any proposed modification shall be applied for and authorized by this District prior to such modification. The Permit Transfer document including conditions and permit history are enclosed.

Outstanding compliance issues associated with the permit were identified during the transfer review. Please contact Andreea Reyes at [areyes@sfwmd.gov](mailto:areyes@sfwmd.gov) or (407) 858-6100 x3834 and Terry Torrens at [ttorrens@sfwmd.gov](mailto:ttorrens@sfwmd.gov) or (407) 858-6100 x6808, for more information.

Copies of the permit documents can be obtained from the District's ePermitting website at <http://my.sfwmd.gov/ePermitting>. If you have questions, please contact John Pfaff at [jpfaff@sfwmd.gov](mailto:jpfaff@sfwmd.gov) or (561) 682-6741.

Sincerely,

Handwritten signature of Maria C. Clemente in cursive.

Maria C. Clemente, P.E., Director  
Regulatory Support Division  
Environmental Resource Regulation Department

MC/jp  
Enclosures

CERTIFIED MAIL # 7008 1830 0001 1735 3564  
RETURN RECEIPT REQUESTED

District Permit 48-01678-P  
Application 100422-13

July 8, 2010

c: Orange County Engineer  
Putte Home Corporation  
Andrea Reyes, SFWMD - OSC  
Terry Torrens, SFWMD - OSC



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
PERMIT TRANSFER FOR  
ENVIRONMENTAL RESOURCE PERMIT NO. 48-01678-P**

**DATE ISSUED : JUL 08, 2010**

**PERMITTEE:** KHOVNIANIAN CAMBRIDGE HOMES LLC  
(CYPRESS CREEK PD)  
4767 NEW BROAD STREET  
ORLANDO FL 32814

**ORIGINAL PERMIT ISSUED:** SEPTEMBER 13, 2006, MODIFIED AS DESCRIBED IN ATTACHED PERMIT HISTORY.

**ORIGINAL PROJECT AUTHORIZATION:** CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 186 ACRES OF RESIDENTIAL DEVELOPMENT KNOWN AS CYPRESS CREEK PD.

**CURRENT AUTHORIZATION:** TRANSFER CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 186 ACRES OF RESIDENTIAL DEVELOPMENT KNOWN AS CYPRESS CREEK PD.

**PROJECT LOCATION:** ORANGE COUNTY **SECTION:** 17.18 **TWP:** 23S **RGE:** 29E

**PERMIT DURATION:** AS PREVIOUSLY PERMITTED.

In response to Transfer Application No. 100422-13, dated April 14, 2010 this Permit Transfer is issued pursuant to the applicable provisions of Part IV, Chapter 173, Florida Statutes (F.S.) and Rules 40E-1.6107 and 40E-4.351, Florida Administrative Code.

All Permit design specifications, special and general/limiting Permit conditions, and other terms and requirements contained in the Permit shall remain in full force and effect unless further modified by the South Florida Water Management District and shall be binding upon the Permittee, for the duration of the Permit, as specified in Rule 40E-4.4121, Florida Administrative Code.

In the event the property is sold or otherwise conveyed, the Permittee shall remain liable for compliance with this Permit until permit transfer to the new owner is approved by the District. Rule 40E-1.6105, Florida Administrative Code requires written notification to the District within 30 days of the transfer of any interest in the permitted real property, giving the name and address of the new owner in interest with a copy of the instrument effecting the transfer.

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**

SEE PAGES 2 - 3 OF 5 (19 SPECIAL CONDITIONS)

SEE PAGES 4 - 5 OF 5 (19 GENERAL CONDITIONS)

By Maria C. Clemente

Maria C. Clemente, P.E.  
Director, Regulatory Support Division



PERMIT NO : 48-01678-P  
PAGE : 2 OF 5

SPECIAL CONDITIONS

1. THE CONSTRUCTION PHASE OF THIS PERMIT SHALL EXPIRE ON SEPTEMBER 13, 2013.
2. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF CONDOMINIUM ASSOCIATION. WITHIN ONE YEAR OF PERMIT ISSUANCE OR CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION, WHICHEVER COMES FIRST, THE PERMITEE 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:  
AS SHOWN IN EXHIBITS 26, 27 AND 30.
4. THE PERMITEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY VIOLATIONS DO NOT OCCUR IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 5:1 (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.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. 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.
10. THE PERMITEE SHALL PROVIDE ROUTINE MAINTENANCE OF ALL OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT SYSTEM IN ORDER TO REMOVE ALL TRAPPED SEDIMENTS/DEBRIS. ALL MATERIALS SHALL BE PROPERLY DISPOSED OF AS REQUIRED BY LAW. FAILURE TO PROPERLY MAINTAIN THE SYSTEM MAY RESULT IN ADVERSE FLOODING CONDITIONS.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. MINIMUM BUILDING FLOOR ELEVATION: AS SHOWN IN EXHIBIT 30.
13. MINIMUM ROAD CROWN ELEVATION: AS SHOWN IN EXHIBIT 30.
14. AN AVERAGE 25' WIDE, MINIMUM 15', BUFFER OF UNDISTURBED UPLAND VEGETATION SHALL BE MAINTAINED BETWEEN THE PROPOSED DEVELOPMENT AND EXISTING WETLANDS.

PERMIT NO : 48-01678-P  
PAGE : 3 OF 5

15. PRIOR TO COMMENCEMENT OF CONSTRUCTION IN WETLANDS AND IN ACCORDANCE WITH THE WORK SCHEDULE IN EXHIBIT NO. 34, THE PERMITTEE SHALL SUBMIT DOCUMENTATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THAT 2.5 FRESHWATER FORESTED CREDITS HAVE BEEN DEDUCTED FROM THE LEDGER FOR FLORIDA MITIGATION BANK.
16. 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.
17. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EACH LOT LINE. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.
18. WETLANDS NOT PROPOSED FOR IMPACTS SHALL BE DEDICATED AS CONSERVATION AREAS IN THE CYPRESS CREEK DEED RESTRICTIONS AND COVENANTS AS WELL AS ON THE FINAL PLAT. RESTRICTIONS FOR USE OF THE CONSERVATION/COMMON AREAS SHALL STIPULATE:  
  
THE WETLAND AREAS AND UPLAND BUFFERS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE CYPRESS CREEK MOA AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE AS DOCUMENTED IN THE SFWMD PERMIT. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DUNING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.  
  
COPIES OF RECORDED DOCUMENTS SHALL BE SUBMITTED TO THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE STAFF CONCURRENTLY WITH ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
19. THE PERMITTEE SHALL RETAIN THE SERVICES OF A PROFESSIONAL ARCHAEOLOGIST AND PERFORM AN ARCHEOLOGICAL SURVEY AS REQUESTED IN THE MAY 15, 2008 LETTER FROM THE DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES (EXHIBIT 35). IF HISTORICAL/ARCHEOLOGICAL ARTIFACTS ARE DISCOVERED, SITE ALTERATION ACTIVITIES SHALL BE POSTPONED UNTIL SUCH TIME AS THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES GRANTS AUTHORIZATION TO COMMENCE WORK.

PERMIT NO : 48-01678-P  
PAGE : 4 OF 5

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY DISTRICT STAFF. THE PERMITEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NUMBER 0860 INDICATING THE ACTUAL START DATE AND THE EXPECTED CONSTRUCTION COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A PROFESSIONAL ENGINEER OR OTHER INDIVIDUAL AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE SURFACE WATER MANAGEMENT PERMIT CONSTRUCTION COMPLETION CERTIFICATION FORM NUMBER 0881A, OR ENVIRONMENTAL RESOURCE SURFACE WATER MANAGEMENT PERMIT CONSTRUCTION COMPLETION CERTIFICATION - FOR PROJECTS PERMITTED PRIOR TO OCTOBER 3, 1995 FORM NO. 0881B, INCORPORATED BY REFERENCE IN RULE 40E-1.659, F.A.C. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF AS-BUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "AS-BUILT" OR "RECORD" DRAWINGS. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE UNTIL THE PERMITEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, AND SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO. 0820; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE

PERMIT NO : 48-01678-P  
PAGE : 5 OF 5

LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, PRIOR TO LOT OR UNITS SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER COMES FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE, COUNTY OR MUNICIPAL ENTITIES. FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C..
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(3), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
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 SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C.. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT Notice of Environmental Resource Or Surface Water Management Permit

Document Prepared By:  
South Florida Water Management District

Return Recorded Document To:  
Environmental Resource Regulation  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406

DOC# 20118054906 B: 18188 P: 7730  
02/01/2011 09:37:26 AM Page 1 of 4  
Rec Fee: \$30.50  
Bartha O. Raynie, Comptroller  
Orange County, FL  
RS - Ret To: SOUTH FLORIDA WATER MANAG



RE: Permit No : 48-01678-P  
Grantee: CYPRESS CREEK PD  
Parcel ID: 18-23-29-0000-00-005 / 17-23-29-2776-00-010  
County: ORANGE

**Notice**

The SFWMD hereby gives notice that Environmental Resource or Surface Water Management Permit No. 48-01678-P has been issued to authorize the construction or modification of a surface water management system to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statute and Rule 40E, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the surface water management system (or any portion thereof), the permittee must notify the SFWMD in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the surface water management system (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work or works, or any combination thereof, including dredging or filling, without first having obtained an environmental resource permit from the SFWMD in the purchaser's name.

Within thirty (30) days of the completion of construction of the surface water management system, a signed and sealed construction completion certification must be submitted to SFWMD pursuant to the requirements of Rule 40E-4.361, Florida Administrative Code.

This notice is applicable to property containing the structural surface water management facilities. For purposes of this notice only, the structural surface water management facilities are limited to lakes, canals, swales, ditches, berms, dry detention areas, water control structures, pumps, culverts, inlets, roads, and wetlands mitigation areas, buffers and upland compensation areas.

**Conditions**

The Permit is subject to the General Conditions set forth in Rule 40E-4.381, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

**Conflict Between Notice And Permit**

This Notice of Permit is not a complete summary of the Permit. Provisions in the Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the permit shall control.

**This Notice is Not an Encumbrance**

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

**Release**

This Notice may not be released or removed from the public records without the prior written consent of the South Florida Water Management District.

This Notice of Permit is executed on this 26<sup>th</sup> of January, 2011

South Florida Water Management District

*Elizabeth Vega*  
Deputy District Clerk

South Florida Water Management District contact: Director of Environmental Resource Compliance (ERC), Environmental Resource Regulation Department.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2011 by Elizabeth Vega, as Deputy Clerk of the South Florida Water Management District a public corporation, on behalf of the public corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(seal)



*Beth A. Colavecchio*  
Notary Public

Beth A. Colavecchio  
Print

My Commission Expires: Nov 9, 2012

Application #060407-22 &  
Application #100813-13

EXHIBIT A

Legal Description of Property

Lot 5, CYPRESS CREEK VILLAGE UNIT 1, according to the map or plat thereof as recorded in Plat Book 3, Page(s) 74, Public Records of Orange County, Florida.

Lot 1, FLORIDA CENTER TURNPIKE-CYPRESS CREEK PLAT NO. 6, according to the map or plat thereof as recorded in Plat Book 11, Page(s) 55, Public Records of Orange County, Florida.  
And:

From the East ¼ section corner of Section 18, Township 23 South, Range 29 East, Orange County, Florida, run N. 00°16'37"W. 237.31 feet along the East boundary of the Northeast ¼ of said Section 18; thence S. 47°02'13"W. 292.69 feet for the Point of Beginning; thence continue S. 47°02'13"W. 775.51 feet; thence South 28°55'35"E. 240.60 feet; thence South 54°39'25"W. 539.00 feet; thence North 25°37'18"W. 345.00 feet thence S. 82°02'42"W. 601.79 feet; thence N. 08°02'57"W. 983.96 feet; thence N. 34°58'15"W. 83.51 feet; thence N. 39° 58' 15"W. 352.90 feet; thence South 55°01'45"W. 134.00 feet; thence S. 07°13'15"E. 240.17 feet; thence S. 26°13'15"E. 281.83 feet; thence S. 74°09'39"E. 335.40 feet; thence N. 15°53'15"W. 220.21 feet; thence S. 08°02'57"E. 827.64 feet; thence S. 77°29'21"W. 427.19 feet to a point on the Easterly right-of-way line of the proposed Sunshine State Parkway Connector; thence N. 33°04'00"W. 300 feet along said Easterly right of way line; thence N. 13°02'18"W. 794.70 feet; thence N. 74°07'51"E. 219.83 feet; thence N. 02°23'25"W. 242.65 feet; thence N. 05°25'14"E. 520.81 feet; thence S. 88°53'44"W. 636.60 feet; thence N. 51°05'20"W. 740.03 feet to a point on the Easterly right of way line of the Florida Power Corporation right of way as recorded in Deed Book 810, Page 486, Public Records of Orange County, Florida; thence S. 72°31'30"W. 167.21 feet to a point, said point being the point of intersection of said Florida Power Corporation's Westerly right of way line, as aforesaid described, with the Easterly right of way line of the aforesaid proposed Sunshine State Parkway Connector; thence N. 33°04'00"W. 1341.91 feet along the Easterly right of way line to the beginning of a curve concave Northwesterly, having a radius of 2808.79 feet; thence Northwesterly 78.40 feet along the arc of said curve and said Easterly right of way line to a point of the Southerly right of way line of the proposed Cowroy Road Extension; thence N. 89°40'13"E. 472.43 feet along said Southerly right of way line of proposed Cowroy Road Extension; thence S. 01°49'33"E. 27.16 feet thence S. 25°15'12"E. 269.91 feet; thence N. 89°24'04"E. 599.38 feet; thence South 07°15'43"E. 609.55 feet; thence S. 63°53'09"E. 499.28 feet; thence N. 83°29'41"E. 291.55 feet; thence N. 66°17'38"E. 574.27 feet; thence N. 12°43'39"E. 822.42 feet; thence N. 58°20'16"E. 511.67 feet; thence N. 63°48'00"E. 251.14 feet; thence S. 20°52'05"E. 861.14 feet; thence N. 68°15'45"E. 110.97 feet; thence N. 50°39'09"E. 444.30 feet; thence N. 50°43'45"W. 11.426 feet; thence N. 34°56'19"E. 151.34 feet; thence S. 58°17'08"E. 722.45 feet; thence N. 84°09'26"E. 180.86 feet to a point on the Westerly right of way line of the Orange County Drainage right of way; thence S. 42°57'48"E. 773.13 feet along said Westerly right of way line; thence S. 54°41'35"E. 152.49 feet along said Westerly right of way line; thence S. 00°18'37"E. 409.96 feet; thence N. 71°14'20"W. 595.24 feet; thence S. 48°30'48"W. 600.00 feet; thence S. 34°25'04"W. 316.23 feet; thence S. 21°17'49"W. 315.43 feet; thence S. 40°52'43"E. 524.88 feet; thence N. 89°43'23" East 167.44 feet; thence S. 33°49'37"E. 979.00 feet to the point of beginning.

TOGETHER with all right, title and claims of Grantor in, to and under that certain Easement, and rights reserved thereunder, dated March 16, 1971 from Major Realty Corporation to Cypress Creek Golf Club, Inc. as recorded in Official Records Book 2943 at Page 31, Public Records of Orange County, Florida, as modified by that certain Modification of Easement by said parties as recorded at Official Records Book 2073, Page 280, Public Records of Orange County, Florida.

TOGETHER with all right, title and claims of Grantor in, to and under that certain Easement, and rights reserved thereunder, dated November 19, 1976, from Florida Center Limited Partnership and Cypress Creek Country Club, Inc. as recorded in Official Records Book 2769 at Page 971, Public Records of Orange County, Florida.

