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**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
MEZZANO**

Prepared by and Return to:
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**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
MEZZANO**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MEZZANO ("Declaration") is made as of the 12th day of January, 2012, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 ("Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant, on the date hereof, owns all of the real property located in Orange County, Florida, described in Exhibit "A" attached hereto and described herein as the "Property," subject to those dedications set forth on the "Plat" as described herein and other matters of record; and

WHEREAS, the Declarant intends to develop the Property, as may be amended by the addition of Additional Property in accordance with Section 2.02 of this Declaration, as a community of single-family attached townhomes and single family homes with recreational facilities and other amenities, subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, the Declarant desires to subject the Property to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future owner of any and all parts thereof;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the covenants, conditions, easements, restrictions, reservations, liens and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. The covenants, conditions, easements, restrictions, reservations, liens and charges set forth herein shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or 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 the Property.

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions. The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Additional Property" shall mean and refer to any real property, other than the real property described in Exhibit "A" attached hereto, which is made subject to the provisions of this Declaration and added to the Property, as provided in Section 2.02 below.

B. "Architectural Review Board" and/or "ARB" shall mean the committee established and described in Article 7 hereof.

C. "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time. A copy of the current Articles of Incorporation of the Association is attached as Exhibit "C" hereto. Such Articles can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records of the County.

D. "Association" shall mean and refer to Mezzano Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

E. "Board" or "Board of Directors" shall mean the board of directors of the Association.

F. "Bylaws" shall mean and refer to the Bylaws of the Association as they may exist from time to time. A copy of the current Bylaws of the Association are attached as Exhibit "D" hereto. Such Bylaws can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records of the County.

G. "Common Expenses" shall mean and refer to expenditures for (i) the installation, construction, maintenance, repair, replacement and operation of the Common Property, Open Space, Public Areas, easement areas and any and all other similar property for which the Association is either obligated or permitted to improve, maintain, repair, replace and/or operate, including, but not limited to, any and all improvements from time to time located thereon, (ii) the performance of any and all other services or other obligations required or authorized to be performed by the Association with respect to Common Property, Open Spaces, Public Areas (if any) or otherwise, and (iii) the performance of any and all other rights and/or obligations which the Association may be required or permitted to perform pursuant to the terms of the Articles, Bylaws, this Declaration or by law, whether set forth herein explicitly or implicitly.

H. "Common Property" and/or "Common Area" shall mean and refer to those tracts of land, together with any and all improvements from time to time located thereon, which are actually and specifically dedicated or deeded to the Association and designated in said dedication or deed as "Common Property" or "Common Area," or tracts of land which are a part of the Property and which are identified as "Common Property" or "Common Area" for the benefit of the Property, or are identified as property to be conveyed to the Association, on a final plat recorded by Declarant in the public records of the County. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" by the Board, and shall also include easement rights which may be specifically created for the benefit of the Property and/or its Owners or specifically granted to the Association over or upon other lands, but only to the actual extent of such easement rights. The Common Property shall initially include the Drainage Easements and the Private Drainage Easements as shown on the Plat or as described in Section 5.05 and Section 5.06 hereof respectively, the Landscape Easements described in Section 5.12 hereof (if

any), any and all wall easements reserved for the Declarant through Section 5.03, and the Sidewalk Easements described in Section 5.13 hereof (if any) which may be dedicated to or required to be maintained by the Association by the Plat, this Declaration, by a subsequent instrument executed and recorded by the Declarant or the Association, or a subsequent agreement with the county or municipal government having jurisdiction over the Property. Any such Tract or easement may be dedicated and conveyed by Declarant to the Association subject to such reserved rights of Declarant (including lease, occupancy, maintenance and other rights as may be reserved by Declarant in its sole discretion), to the extent permitted by applicable governmental authorities. The Association shall accept any such dedication and conveyance by the Declarant to the Association.

I. "Common Roof" means and refers to the exterior roof covering a group of attached Townhome Residential Units, including all components thereof and its supporting structure.

J. "Conservation Easement Areas" shall mean any area which may be designated from time to time by Declarant to be set aside for conservation purposes by any Supplemental Declaration or other document recorded in the Public Records of the County. The Conservation Easement Areas (if any) are a part of the Common Property.

K. "County" or "Orange County" means Orange County, Florida, a charter county and political subdivision of the State of Florida.

L. "Declarant" shall mean PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include Declarant's successors and assigns, but only to the extent specifically so identified by an instrument in writing executed and recorded by the then Declarant.

M. "Declaration" shall mean this Declaration of Covenants, Conditions, Easements and Restrictions for Mezzano.

N. "Dedicated Area" shall mean and refer to all street rights-of-way, easements and other real property or facilities serving the Property which are dedicated to the public, Municipal Services Benefit Unit, the County or any municipality either by written instrument recorded among the Public Records of the County or on any Plat of the Property, subject to the dedication set forth in said instrument or on said Plat.

O. "District" and/or "Water Management District" shall mean and refer to the South Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

P. "District Permit" and/or "Water Management District Permit" shall mean and refer to the Environmental Resource or Surface Water Management Permit issued with respect to the Property by the District as Permit No. 48-02577-P, as modified from time to time with the approval of the District.

Q. "Drainage Area(s)" shall mean and refer to all of such areas, including easement areas, so designated by the Declarant or its successors and assigns on the Plat, or in any drainage easements, dedications or restrictions made or imposed pursuant to applicable ordinances, laws, rules or regulations of governmental authorities, including, without limitation, the District; provided, however,

that any description on any Plat which refers to any area of land as a Drainage Area shall only be construed as the then intention of the Declarant at the time of the recording of the Plat as to the proposed future use of such area of land, which intention shall not be binding upon Declarant but may be modified or changed by Declarant in the exercise of Declarant's sole and absolute discretion, to the extent permitted by applicable governmental authorities.

R. "Institutional Lender" shall mean and refer to (i) Fifth Third Bank National Association, in its capacity as Administrative Agent for its benefit and the ratable benefit of the "Lenders" under that certain Restated Credit Agreement among Park Square Enterprises, LLC, a Delaware limited liability company, Administrative Agent and Lenders dated as of September 26, 2016, as amended by First Amendment to Restated Credit Agreement effectively dated November 3, 2017, Second Amendment to Restated Credit Agreement effectively dated June 6, 2018, Third Amendment to Restated Credit Agreement effectively dated September 5, 2018 and Fourth Amendment to Restated Credit Agreement effectively dated February 14, 2020, and the successors and assigns of its interests in that certain RESTATED MORTGAGE AND SECURITY AGREEMENT (INCLUDING ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING) recorded December 31, 2014 in Official Records Book 10855, Page 0320, as modified by that certain MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR FUTURE ADVANCE recorded September 29, 2016 in Instrument Number 20160512177, as further modified by that certain SPREADER AND MODIFICATION AGREEMENT recorded December 27, 2016 in Instrument Number 20160667219, as further modified by 2018 MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR FUTURE ADVANCE recorded September 7, 2018 in Instrument Number 20180532729, as further modified by Assignment of Notes and Mortgage, Mortgage Spreader and Modification and Partial Release Agreement recorded February 27, 2020 in Document Number 20200128126, as further modified by 2020 Mortgage Consolidation and Modification Agreement recorded February 27, 2020 in Document Number 20200128127, and as further modified by that certain SPREADER AND MODIFICATION AGREEMENT recorded June 17, 2021 in Document Number 20210362278, all of the Public Records of Orange County, Florida, or (ii) the owner and holder of a mortgage encumbering a Residential Unit or Lot or Residential Property which is a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking 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 a lender generally recognized in the community as an institutional lender.

S. "Limited Common Expense" shall mean and refer to expenditures for (i) installation, construction, maintenance, repair, replacement and/or operation services for only a specific set of Lots or Residential Units, including, without limitation, Townhome Lots or Townhome Residential Units, for which the Association is either obligated or permitted to improve, maintain, repair, replace and/or operate, including, but not limited to, any and all improvements from time to time located thereon, (ii) the performance of any and all other services or other obligations required or authorized to be performed by the Association with respect to such specific set of Lots or Residential Units, and (iii) the performance of any and all other rights and/or obligations which the Association may be required or permitted to perform for such specific set of Lots or Residential Units pursuant to the terms of the Articles, Bylaws, this Declaration or by law, whether set forth herein explicitly or implicitly.

T. "Lot" shall mean and refer to any Single Family Lot or any Townhome Lot.

U. "Maintenance" shall mean, but not be limited to, the following: cleanup, landscaping, irrigation and grounds care; maintenance of drainage swales; painting and structural upkeep of improved Common Property, recreational facilities, roads, walls, entry features and rights of way; cleaning, painting and structural upkeep of Townhome Residential Buildings, other improved properties, roads, walls, entry features and rights of way; termite control service for Townhome Residential Buildings; and repair and all other such functions incidental to the services of the Association.

V. "Member" shall mean and refer to a member of the Association, consisting of any Owner of a Lot other than the Association itself.

W. "Open Space" shall mean an exterior open area, if any, within the Property (not including open area on any Lot) from the ground upward devoid of residential buildings and accessory structures; except however, those buildings and structures or areas used exclusively for recreational purposes may be included in the Open Space.

X. "Owner" shall mean and refer to the owner (whether it be the Declarant, one or more persons, firms or legal entities), as shown by the records of the Association, of fee simple title to any Lot, Residential Unit, Residential Property or other real property (other than Common Property) located within the Property. Owner shall not mean or refer to the holder of a mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Y. "Party Sidewalk" means and refers to a sidewalk which is located on each side of the common boundary line of two (2) adjoining Townhome Lots and which is used as a shared route of access to each of the Townhome Residential Units located on the adjoining Townhome Lots.

Z. "Party Wall" means and refers to the common wall separating one Townhome Residential Unit from another Townhome Residential Unit in the same Townhome Residential Building.

AA. "Plat" shall mean and refer to the plat of Ravenna Phase 5, as recorded in Plat Book __, Pages __ through __, inclusive, of the Public Records of Orange County, Florida, and any and all other recorded plats or replats of all or any portion of the Property, as the same may be changed, amended, replatted and/or otherwise modified from time to time, in whole or in part. Notwithstanding anything herein to the contrary, Declarant reserves the right to make such modifications to any part of the Property owned by the Declarant as the Declarant deems necessary and/or desirable, including, but not limited to, changing the location, size, dimensions and number of Tracts within the initial Plat and/or any and all future Plats, to the extent permitted by applicable governmental authorities.

BB. "Property" shall mean and include the real property described in **Exhibit "A"** attached hereto.

CC. "Public Areas" shall mean areas (if any) within the Property dedicated for use by the general public and not limited to use by residents of the Property.

DD. "Residential Property" shall mean any parcel of land located within the Property intended for use as a site for more than one Residential Unit but which has not been further platted or subdivided into Lots by virtue of a recorded subdivision Plat.

EE. "Residential Unit" shall mean and refer to any Single Family Residential Unit or any Townhome Residential Unit.

FF. "Single Family Lot" shall mean any parcel of land shown on the Plat upon which a Single Family Residential Unit is constructed or upon which a Single Family Residential Unit may be constructed, together with all improvements located thereon from time to time.

GG. "Single Family Lot(s)-Lakefront" shall mean and refer to any (or all) of those certain Single Family Lots which are more particularly described as Lots 205, 206, 207 and 208, Ravenna Phase 5, according to the plat thereof as recorded in Plat Bookjfi, Pages *l..iLL* through **fil**, inclusive, of the Public Records of Orange County, Florida.

HH. "Single Family Residential Unit" shall mean and refer to any platted and developed single family dwelling home, or other improved property intended for use as a residential dwelling, for which a certificate of occupancy has been issued by the appropriate governmental authorities.

II. "Single Family Residential Unit(s)-Lakefront" shall mean and refer to any (or all) of those certain Single Family Residential Units which are located on Lots 205, 206, 207 and 208, Ravenna Phase 5, according to the plat thereof as recorded in Plat Book@, Pages *i.LU.* through *Ui_*, inclusive, of the Public Records of Orange County, Florida.

JJ. "Surface Water Management System" and/or "Stormwater Management System" means a system located on the Property and, to the extent required, on adjacent property, which is designed and constructed or implemented pursuant to the District Permit to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Division 40E or Chapter 62-330, F.A.C., as applicable and includes, without limitation, Drainage Areas. The Surface Water Management System and/or Stonnwater Management System is a part of the "Surface Water Management System" or "SWM System" to be operated and maintained by the Association pursuant to the Declaration.

KK. "Townhome Lot" shall mean any parcel of land shown on the Plat upon which a Townhome Residential Unit is constructed or upon which a Townhome Residential Unit may be constructed, together with all improvements located thereon from time to time

LL. "Townhome Residential Building" means and refers to a building containing attached Townhome Residential Units.

MM. "Townhome Residential Unit" shall mean and refer to that portion of a Townhome Residential Building located on a platted and developed Townhome Lot, which has thereon a single family attached townhome dwelling for which a certificate of occupancy has been issued by the appropriate governmental authorities.

NN. "Townhome Residential Unit Building Deductible" shall mean and refer to the amount of the deductible applicable to and payable for a particular Townhome Residential Building under the Association Townhome Residential Building Insurance due to an insured casualty or loss.

OO. "Townhome Residential Unit Shared Elements" means and refers to the Party Walls, Common Roofs and all other improvements serving multiple Townhome Residential Units, which may include, without limitation, improvements for which the costs of repair may not be practically or reasonably allocated to a specific Townhome Residential Unit(s), as determined by the Association.

PP. "Townhome Residential Unit-Unit Damage Allocation" shall mean and refer to the total repair costs allocated to a particular Townhome Residential Unit due to a casualty to a Townhome Residential Building, which shall be the lesser of: (i) the Townhome Residential Unit-Unit Deductible; and (ii) the actual cost of repairing the damage sustained to the improvements on such Townhome Residential Unit including, without limitation, the costs to repair any Townhome Residential Unit Shared Elements.

QQ. "Townhome Residential Unit-Unit Deductible" means and refers to the deductible applicable to each Townhome Residential Unit, which shall be determined by dividing the Townhome Residential Unit Building Deductible by the average number of Townhome Residential Units in Townhome Residential Buildings, as determined by the Board from time-to-time.

RR. "Townhome Residential Unit-Unit Deductible Reserve" shall mean and refer to those funds which may be collected as part of the townhome assessments as a Limited Common Expense for the purpose of funding deductibles, as more particularly described in Section 10.031 herein below, for future casualties or losses covered by the Association Townhome Residential Building Insurance.

SS. "Tract" shall mean any portion of the Property established as a Tract in any Plat.

TT. "Visible from Neighboring Property" shall mean that an object or portion of an object is or would be visible to a person six feet (6') tall standing on a neighboring Lot, Tract, Common Area, street or other portion of the Property at an elevation not greater than the elevation at the base of the object being viewed.

ARTICLE 2 - PROPERTY SUBJECT TO DECLARATION

Section 2.01 Existing Property. The real property initially subject to this Declaration is the Property described in **Exhibit "A"**.

Section 2.02 Additional Property.

A. Declarant, from time to time, may, in its sole, absolute and unfettered discretion, cause Additional Property to become subject to this Declaration and to be a part of the Property, but under no

circumstance shall Declarant be required to make such additions, and no other real property shall in any way be affected by or become subject to this Declaration, or become a part of the Property, until such time, if ever, that such real property is added to the Property pursuant to the terms of this Section 2.02.

B. Any additions to the Property authorized under this Declaration shall be made by the filing of record, from time to time, of an amendment to this Declaration or a Supplemental Declaration of Covenants, Conditions, Easements and Restrictions, executed by Declarant, which shall extend the covenants, conditions and restrictions contained herein to such property. Such amendment or Supplemental Declaration may contain such amendments or additional provisions as Declarant may deem necessary and as are not inconsistent with the purposes of this Declaration. Declarant shall not be required to obtain the approval or consent of the Association or any Owner or any person claiming by, through, or under any Owner to add any property to the Property pursuant to this Section.

Section 2.03 **Deletions from Property.** Declarant may at any time delete any portion of the Property from encumbrance by this Declaration by executing and filing of record a Notice of Deletion from Declaration of Covenants, Conditions, Easements and Restrictions; provided, however, that in no event shall Declarant make any Prohibited Deletions, without first obtaining the written consent of the Owners of the portion of the Property being deleted. Prohibited Deletions shall consist of deletions of any portion of the Property owned or leased by an Owner other than Declarant other than to the extent any such portion of the Property is being deleted to correct a scrivener's error whereby the portion of the Property being deleted was not intended to be a part of the Property. Prohibited Deletions shall also include deletions of any portion of the Property which contain Common Property (unless such deletion is to correct a scrivener's error as described above), unless appropriate easements are granted or other arrangements are made which ensure that remaining portions of the Property which are served by the subject Common Property continue to receive substantially the same service (from the Common Property or their substantial equivalents) after the deletion of such Common Property occurs. No Owner, or any person claiming by, through, or under any Owner, shall have any right to claim detrimental reliance upon this Declaration with regard to any portion of the Property deleted herefrom by Declarant pursuant to this Section.

Section 2.04 **Effect of Declaration.** Each Owner of a Lot, Residential Unit, Residential Property or any other portion of the Property, by acceptance of a deed or other instrument evidencing its ownership interest, accepts and acknowledges the authority of this Declaration and of the Association created herein, and agrees to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association.

ARTICLE 3 - THE ASSOCIATION

Section 3.01 **Membership.** Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

Section 3.02 **Classes of Voting Membership.** The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When any Lot 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 by the entirety or 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 qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of that individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such common ownership, if the Owners fail to designate their voting 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 Owners of such Lot. Upon such notification, the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred in accordance with Article 9 hereof.

Section 3.03 **Notice and Quorum for Any Action Authorized Under This Declaration.** Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE 4 - FUNCTIONS OF THE ASSOCIATION

Section 4.01 **Services.** The Association shall have the powers provided herein and in the Articles and Bylaws from time to time, and such other powers as may be vested in the Association by law, and may provide (or may cause to be provided) the following services:

A. Maintenance, operation, repair or replacement of all Open Space, Common Property, recreation areas, private roads and sidewalks (if any) within the Property, all street lights which are owned as Common Property, landscaping on and around roads and sidewalks (if any), landscaping, landscape lighting and irrigation systems on Lots, and all or portions of Townhome Lots, Townhome Residential Buildings or Townhome Residential Units, including, without limitation, as may be undertaken in accordance with Section 8.01U of this Declaration and as is more particularly set forth in this Declaration.

B. Operation, maintenance, including, without limitation, routine custodial maintenance, repair or reconstruction of the Surface Water or Stormwater Management System(s), including, without limitation, all lakes, retention areas, culverts and related appurtenances, within the Property, and, to the extent required, on adjacent property, which shall mean the exercise of practices which allow such System(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted or exempted by the District. Unless and until a Municipal Services Benefit Unit ("MSBU") is created for such purposes, the Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the District.

C. Adopting, establishing, amending, publishing and enforcing such reasonable policies or rules and regulations or take any other actions necessary for the purposes for which the Association was organized as the Board deems necessary.

D. Provide termite control service (which shall be the obligation of the Association to obtain and maintain for all Townhome Residential Buildings).

E. In addition to maintenance herein provided, as provided in Section 6.07 below, the Association may provide exterior or other maintenance upon any portion of the Property (including any Residential Unit) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because said property is being maintained in a sub-standard manner or otherwise violates any of the covenants and restrictions contained herein. Said maintenance and/or other corrective action necessary to bring the subject property into compliance with this Declaration shall include but not be limited to cleaning, painting, repairs, removal of any fencing, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, windows, trees, shrubs, grass, driveways, walks and other exterior improvements. As provided in Section 6.07, the cost of such maintenance or corrective actions (including any related charges permitted by Section 6.07) shall be assessed by the Association as an individual assessment against the Owner on whose behalf such maintenance or corrective actions are performed. Any such individual assessment shall be a lien upon the subject property (including a Residential Unit), as the case may be, and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest, and other fees or costs of collection as provided for other assessments of the Association.

F. In addition to the maintenance herein provided, the Association may provide enhanced maintenance for Dedicated Areas if desired, with the consent of any applicable governmental authorities if required. Such enhanced maintenance may include, but is not limited to, mowing beyond that which is provided by the public, Municipal Services Benefit Unit, the County, any municipality or any governmental authority. In such event, all costs of maintenance of Dedicated Areas shall be assessed in the same manner as maintenance costs with respect to the Common Property. This assumption of maintenance responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the community-wide standard of the Property.

G. Presenting recreational, sport, craft, social or cultural activities or programs of interest to Owners, their families, tenants and guests. Any such activities or programs shall be presented at the

sole option and discretion of the Board and the Board, in its sole option and discretion, may charge admission or other fees for any such activities or programs.

H. Entering into agreements with service providers for the furnishing, to all or a portion of the Residential Units and to all other appropriate locations on the Property, of cable or similar services for television, radio, internet services (including wi-fi, wired/wireless broadband, voice-over IP, etc.) and other communication or data transmission services, security systems, fire alarm systems and other similar systems and amenities.

I. Constructing improvements on Common Property and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Section).

J. Employment of attendants and other personnel, maintenance of control centers for the protection of persons and property within the Property, installation, operation and maintenance of communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate any applicable laws within the Property. Provision of all of the foregoing services shall be at the sole option and discretion of the Board.

K. The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general. The terms of any such contracts shall be negotiated by the Board in its discretion. It is specifically contemplated that the Board may (but shall not be required to) enter into a contract with a management company for the purpose of managing the day to day affairs of the Association and a contract for carrying out the Association's operation and maintenance obligations with respect to the Common Property, including, without limitation, the Surface Water Management System. It is also contemplated that the Board may (but shall not be required to) enter into (i) a lease or other use agreement which will allow Owners to access amenities and other facilities located within or without the Property which are not part of the Common Area, (ii) one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or (iii) such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses or Limited Common Expenses as the case may be.

Section 4.02 **Mortgage and Pledge.** With the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), which consent may be withheld in the Declarant's sole discretion, the Board shall have the power and authority to mortgage Property owned by the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association to perform its functions.

Section 4.03 **Conveyance by Association.** Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or Common Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and,

to the extent Declarant still owns any portion of the Property, by the Declarant, which approval may be withheld by the Declarant in its sole discretion.

Section 4.04 **Security.** The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. In no event shall the Association or the Declarant in any way be considered insurers or guarantors of security within the Property, nor shall either of them be held liable for any loss or damage by reason of the lack of adequate security or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that entrance or exit gate(s) or any person acting as a gate attendant shall provide security services or prevent unauthorized persons from entering upon the Property. Each Owner therefore acknowledges, understands and agrees that the Declarant, the Association, and their officers and directors are not insurers and that each person entering upon the Property assumes all risks of loss or damage to persons and property resulting from the acts of third parties. Furthermore, each Owner specifically acknowledges, understands and agrees that entrance and exit gate(s), if any, are only provided as traffic control devices and are not provided as a measure of safety or security.

ARTICLE 5 - EASEMENTS

Section 5.01 **Appurtenant Easements.** Declarant reserves unto itself, its successors, assigns, guests, lessees and invitees, and grants to all Owners and their respective successors, assigns, guests, lessees and invitees, as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of, all Common Property; such easements of ingress, egress, use and enjoyment to be shared in common with Declarant, the other Owners and their respective successors, assigns, guests, lessees and invitees.

Section 5.02 **Utility Easements.** Declarant reserves to itself, its successors and assigns, the right to grant easements to any private company and/or to any public or private utility or governmental authority providing utility and other services to the Property upon, over, under and across all portions of the Property. Said easements shall be given for the purpose of maintaining, installing, repairing, altering, replacing 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, power lines, telephone service, fiber optic cable lines and facilities, communications lines and facilities, electromagnetic spectrum-based communications and data services and related facilities, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and the various portions of the Property. All such easements shall be of a size, width, and location as Declarant, 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 5.03**Declarant Easements.**

A. 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 non-exclusive easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property and facilities located thereon by the Owners. Declarant hereby further reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Property, to construct, install, locate, maintain, repair, replace and operate any lines, cables, conduits, pipes and other such improvements related to the infrastructure and development thereof in connection with Declarant's development of the Property or any portion thereof; provided, however, that any such construction, location, installation, repair, replacement operation or development by Declarant shall not be permitted in, on, under or across Residential Units or pools, and Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practical. Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the construction, installation, maintenance, repair, replacement and operation of security, television, communication and data transmission cables and facilities within the rights-of-way and easement areas referred to herein. In addition to the foregoing, Declarant shall have for itself, its successors and assigns, all easement rights reserved by Declarant as set forth on any Plat.

B. Declarant further reserves to itself, its successors and assigns, the right to grant, modify, amend and terminate easements over, upon, across, under and through the Property (including Lots, Tracts, Common Areas, and any private streets or roadways, if any) for telecommunications systems, utilities, the Surface Water Management System, roads and any and all other purposes reasonably necessary or useful, as determined by Declarant, in its sole discretion, for development, construction, maintenance or operation of the Property and any improvements located thereon; provided, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Residential Units (the "Declarant's Development Easement Right"). The Association shall execute and deliver any documentation required by the Declarant to exercise the Declarant's Development Easement Right at no cost to Declarant. Once Declarant no longer owns any portion of the Property the Association shall succeed to the Declarant's Development Easement Right and, as evidenced by the Joinder of Association which is attached to this Declaration, agrees and acknowledges that it shall be obligated to grant, modify, amend and terminate any such easements as deemed necessary by Declarant, in its sole discretion, upon Declarant's written demand for same and at no cost to Declarant. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes of granting easements over such Owner's Lot pursuant to Declarant's Development Easement Right. Subject only to the rights of Declarant to amend this Declaration, including, without limitation, Declarant's right to unilaterally amend the Declaration in accordance with the provisions of Section 13.02 herein, this Paragraph shall not be amended until the last to occur of (i) the date which is five (5) years after Turnover or (ii) the date Declarant no longer owns any portion of the Property.

Section 5.04

Service Easements. Declarant hereby grants to people and entities affiliated with delivery, pickup and fire protection services, trash collection services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, cable television and

other utilities authorized by the Declarant or the Association, and to such other persons as the Declarant or the Association from time to time may designate, a nonexclusive, perpetual easement for ingress and egress over and across the Common Property for the purposes of performing their authorized services, to service all or any portion of the Property and to perform any investigation related thereto.

Section 5.05 **Drainage Easements.** Drainage flow shall not be obstructed or diverted from drainage easements, including, without limitation, the Private Drainage Easements as defined in Section 5.06 of this Declaration. The Declarant hereby reserves for itself, its successors and assigns, and hereby grants to the Association, easements for and may, but shall not be required to, cut swales and drainways for surface water wherever within the Property and whenever such action may appear to the Declarant or the Association, as the case may be, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with any permit from time to time issued by the District, as such permits are amended or supplemented from time to time. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels. No Owner of a Residential Unit, except Declarant, may alter any elevations and slopes except upon written consent of the Association. Notwithstanding anything herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Area dedicated for water management purposes. Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association a perpetual non-exclusive easement over, under and upon that portion of the Property which may be utilized for the Surface Water Management System, to make use of such Surface Water Management System for the surface water drainage, retention and detention necessary to develop the Property as Declarant deems to be appropriate.

Section 5.06 **Private Drainage Easements.** Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement (the "Private Drainage Easements") over, under, across and through the portion(s) of the Property that are shown as Environmental swale easement on the Plat (the "Private Drainage Easement Area"). The Private Drainage Easement, shall be operated and maintained by the Association and the Association shall be responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the drainage system improvements located therein. Any repair or reconstruction of the drainage system improvements located within the Private Drainage Easement Area shall be as provided in the District Permit or, if modified, as approved, in writing, by the Water Management District. Notwithstanding the foregoing, no person shall alter the drainage flow of the drainage system within the Private Drainage Easement Area, including buffer areas or swales, without the prior written approval of the Water Management District. Except for the installation of sod, no Lot Owner, including Builders, shall construct, plant or install any improvements on, clear any trees, bushes or shrubbery from, or conduct any grading or otherwise alter any portion of a Lot encumbered by the Private Drainage Easement. Each Owner, including Builders, shall be responsible for the routine maintenance of the portion of the Private Drainage Easement Area located on such Owner's Lot.

Routine maintenance shall mean the exercise of practices, such as mowing and erosion repair, which allow that portion of the Lot encumbered by the Private Drainage Easement to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District.

Section 5.07 **Conservation Easements.** Declarant reserves the right to grant conservation easements over Conservation Easement Areas to qualified grantees over and across Common Property, Open Space or the Surface Water Management System located on the Property from time to time.

Section 5.08 **Water Management District Conservation Easement.** Without limitation or prejudice to the reserved rights to grant conservation easements in accordance with Section 5.07 of this Declaration, pursuant to the provisions of Section 704.06, Florida Statutes, the Declarant has granted to the Water Management District that certain Deed of Conservation Easement Riparian Uses dated May 31, 2016 and recorded on April 24, 2017 in Document Number 20170225711 of the Public Records of Orange County, Florida (the "Water Management District Conservation Easement"), a copy of which is attached hereto as **Exhibit "E."** The Declarant granted the Water Management District Conservation Easement as a condition of the Water Management District Permit, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions associated with development of portions of the Property.

A. **Purpose.** As more particularly depicted on the Plat, the Water Management District Conservation Easement encumbers portions of the Property (the "Water Management District Conservation Easement Areas"). As more particularly set forth therein, the purpose of the Water Management District Conservation Easement is to retain Water Management District Conservation Easement Areas in their existing naturally vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish plants or wildlife in accordance with Section 704.06, Florida Statutes. Those wetland and upland areas included in the Water Management District Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the District Permit and the "Management Plan" attached to the District Permit shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the District Permit. It is the further purpose of the Water Management District Conservation Easement to prevent the construction and operation of docks, piers, boardwalks, or other preemptive structures that would extend through the Water Management District Conservation Easement Area onto adjacent sovereignty submerged lands except as approved in the Permit (or any modification thereto) or Management Plan.

B. **Restrictions and Limitations Imposed by Conservation Easement.** As more particularly set forth therein, the Water Management District Conservation Easement imposes restrictions and limitations on the use of the portions of the Water Management District Conservation Easement Areas. The Association and all Owners are hereby put on notice of same, shall be required to comply with same, and shall be required to maintain such Water Management District Conservation Easement Areas in compliance with same. These include a prohibition on the following activities in, under or on the Conservation Easement Areas: (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structure on or above the ground. (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials. (c) Removing or destroying trees, shrubs, or other vegetation. (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface. (e) Surface use, except for purposes that permit the land or water area to remain in its natural,

restored, enhanced, or created condition. (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing. (g) Acts or uses detrimental to such aforementioned retention of land or water areas. (h) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance. Declarant hereby reserves unto itself and grants to the Association a perpetual, non-exclusive easement for access to the Water Management District Conservation Easement Areas and for the operation and maintenance of the Water Management District Conservation Easement Areas for the purpose of fulfilling the Association's rights and responsibilities hereunder.

C. **Reservation of Rights.** The reservation of such rights in this Declaration and approval of this Plat therein shall not constitute permit authorization for the construction, installation, placement, maintenance and/or repair of any boat dock, boardwalk, observation pier, fishing pier, community pier or other similar permanently fixed or floating structures. Any person or Owner desiring to construct any of these structures shall apply for an Orange County Dock Construction Permit. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction prior to installation.

Section 5.09 **Right of Entry.** The Association shall have the right, but not the obligation, to enter onto any part of the Property for emergency, security, and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all police officers, firefighters, paramedics, ambulance personnel, emergency medical technicians, 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 a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard, or otherwise violates the covenants and restrictions contained herein, in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 5.10 **Easements of Encroachment.** Reciprocal appurtenant easements of encroachment are hereby reserved, created and granted as between each Common Property, Lot, Tract and such portion or portions of the Common Property, Lots, and/or Tracts adjacent thereto due to the unintentional placement or settling or shifting of the improvements from time to time 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, its successors and/or assigns, a tenant, or the Association. Encroachments of improvements into the Common Property by more than three feet (3') shall be allowed if such encroachments do not unreasonably interfere with the use of the Common Property and facilities located thereon by the Owners, and are approved by the Declarant or the Board.

Section 5.11 **Gas Easements.** Declarant (or its successor or assigns) shall have the right, but not the obligation, to install a natural or propane gas system to serve the Property. In connection with the installation, maintenance and operation of such system, if applicable, Declaran{ reserves

access, installation and service easements over, across and under the Common Property, Open Space and such other portions of the Property (including Lots) as is necessary to provide such natural gas service to all Owners; provided, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Residential Units.

Section 5.12 **Landscape Easements.** Declarant acknowledges that the Property may include buffer areas and easement areas which may, but will not necessarily, be improved with landscaping, entrance features, entry gate(s), sod, irrigation facilities and other improvements, as applicable. In connection with the installation, maintenance, repair and operation of such improvements, if applicable, Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement (the "Landscape Easement") over, under, across and through the Common Property, Open Space and such other portions of the Property (including Lots) shown as landscape easement on the Plat (if any) or as described herein (the "Landscape Easement Area") as is necessary for the maintenance, installation, repair, alteration, replacement and operation of such improvements, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Residential Units. All such Landscape Easements shall be of a size, width, and location as Declarant, 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. Except for landscaping or other improvements installed by Declarant, each Owner of any part of the Property encumbered by any such Landscape Easement understands and agrees that the installation of landscaping or other improvements therein shall require the prior written approval of the ARB. No improvements shall be built in the Landscape Easement Area by any Owner of any part of the Property, except for the Declarant, and except as otherwise expressly permitted by this Declaration. Notwithstanding anything to the contrary set forth in this Declaration, the Owner of any part of the Property encumbered by any such Landscape Easement, including, without limitation, the Owner of a Lot, shall be responsible for the maintenance, including irrigation (if applicable), repair, replacement or removal of all landscaping, including without limitation all landscaping installed in accordance with the landscape plan (if applicable) submitted to and approved by applicable governmental authorities in connection with the approval of the development of the Property, within the Landscape Easement Area. Notwithstanding the responsibility of an Owner to perform and undertake the aforesaid activities pertaining to any such landscaping installed within a Landscape Easement Area, all rights are reserved unto the Association to undertake and perform such activities to the extent that they are not being performed and undertaken by such Owner, as determined by the Association in its sole discretion, and the Association's cost to perform and undertake such activities shall be paid to the Association by the Owner, upon demand from the Association. Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the lien of the assessments and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of assessments. In addition to the foregoing, the Declarant, its successors and assigns, and the Association, shall have the right to utilize all Landscape Easements for purposes of accessing any and all landscaping on the Property and for access to any Common Areas and/or any Improvement from time to time located thereon. The Declarant and Association shall have the right to cut, replace or remove any trees, bushes or shrubbery located within the Landscape Easement Area that may interfere with their rights under this Section.

Section 5.13 **Sidewalk Easements.** Declarant acknowledges that the Property may include buffer areas and easement areas which may, but will not necessarily, be improved with sidewalks. In connection with the installation, maintenance and operation of such improvements, as applicable, Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement (the "Sidewalk Easement") over, under, across and through the Common Property, Open Space and such other portions of the Property (including Lots) shown as sidewalk easement on the Plat (if any) or as described herein (the "Sidewalk Easement Area") as is necessary for the maintenance, installation, repair, alteration, replacement and operation of such improvements, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Townhome Residential Units. All such Sidewalk Easements shall be of a size, width, and location as Declarant, 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. Except for landscaping or other improvements installed by Declarant, each Owner of any part of the Property encumbered by any such Sidewalk Easement understands and agrees that the installation of landscaping or other improvements therein shall require the prior written approval of the ARB. No improvements shall be built in a Sidewalk Easement Area by any Owner of any part of the Property, except for Declarant, and except as otherwise expressly permitted by this Declaration. The Declarant and Association shall have the right to cut, replace or remove any trees, bushes or shrubbery located within the Sidewalk Easement Area that may interfere with their rights under this Section.

Section 5.14 **Easement for Repair, Maintenance and Replacement of Party Sidewalks.** Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner of a Townhome Residential Unit a nonexclusive easement and right of ingress and egress in, under, over and across any Townhome Lot thereon which shares a Party Sidewalk, as may be reasonably necessary for the purpose of use, repairing, maintaining and replacing such Party Sidewalk.

Section 5.15 **Easement for Repair, Maintenance and Replacement of Party Walls.** Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner of a Townhome Residential Unit a nonexclusive easement and right of ingress and egress in, under, over and across any Townhome Lot and Townhome Residential Unit thereon which shares a Party Wall, as may be reasonably necessary for the purpose of repairing, maintaining and replacing such Party Wall.

Section 5.16 **Easement for Repair, Maintenance and Replacement of Common Roofs.** Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner of a Townhome Residential Unit a nonexclusive easement and right of ingress and egress in, under, over and across any Townhome Lot and the Townhome Residential Unit under a Common Roof, as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Common Roof.

Section 5.17 **Easements for Construction, Maintenance and Performance of Obligations.** Each Owner hereby grants to the Association, the Declarant, each Owner of the Townhome Lot(s) immediately abutting the granting Owner's Townhome Lot, and all of their respective successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Townhome Lot and within such granting Owner's Townhome Residential Unit to the extent reasonably necessary for the purpose of constructing, maintaining, repairing and replacing any improvements from time to time located on or to be constructed on any Townhome Lot abutting such Owner's Townhome Lot. In addition, each Owner hereby grants to the Association and the

Association's successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Townhome Lot and within such granting Owner's Townhome Residential Unit to the extent reasonably necessary for the purpose of allowing the Association to perform any and all of the Association's rights and/or obligations arising under this Declaration or elsewhere, including, but not limited to, the Association's maintenance, repair and replacement obligations, including but not necessarily limited to lawn, landscaping and irrigation maintenance, repair, and replacement obligations pursuant to Section 8.01U, the Association's right to perform emergency repairs and the Association's obligations regarding maintenance, repair or replacement of the Common Roofs, Party Sidewalks, Party Walls, Townhome Residential Buildings or Townhome Residential Units.

Section 5.18 **Cable Utility Services; Use of Common Property.** The Declarant (or its successor or assigns) shall have the exclusive right, but not the obligation, to install, or to contract for the installation of a cable television system providing cable television entertainment, business, internet access, telephone and safety services. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under the Common Property and all Lots and Residential Units necessary to provide such cable utility services to all Members; provided, however, such easements shall be reasonably located by the Declarant so as not to unreasonably impair the value or use of any Lot or Residential Unit.

Section 5.19 **Extent of Easements.** The rights and easements of enjoyment created in this Article 5 shall be subject to the following:

A. The right of the Association, to borrow money from any lender for the purpose of improving and/or maintaining the Open Space, Stormwater Management System, Common Property, and any improvements from time to time located or to be located thereon, and providing services authorized herein and, in aid thereof, to mortgage said property; but only with the approval of the Board and the Declarant (so long as the Declarant owns any portion of the Property), as required by Section 4.02 above, which approval may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

B. The right of the Association to suspend the rights and easements of enjoyment of any Owner or any tenant of any Owner, subject to the provisions of Florida Statutes, Section 720.305, as the same may be amended from time to time, for any period during which any assessment remains unpaid, not to exceed the time period specified in Section 8.02 of this Declaration, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

C. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests 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 of such purposes or conditions shall be effective unless the same shall be authorized by the Board and the Declarant (so long as the Declarant owns any portion of the Property), as required by Section 4.02 above, which authorization may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.20 **Discharge into Water Bodies.** So long as Declarant owns any portion of the Property, nothing other than storm water and irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property without Declarant's prior written consent, which consent may be withheld by Declarant in its sole discretion. The construction and/or installation by any party other than the Declarant of any device through which water is drawn shall be subject to the prior written approval of the Architectural Review Board as hereinbelow established in Article 7 of this Declaration. Irrigation water may not be withdrawn from any body of water within the Property or from the ground by any party other than the Declarant or the Association without the consent of the Board or the Declarant (so long as the Declarant owns any portion of the Property), which consent may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.21 **Access.** If ingress or egress to and from any parcel within the Property is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an easement for ingress and egress in favor of such parcel.

Section 5.22 **Utility and Communications Improvements Easements.** Certain of the wires, power lines, telephone service lines, fiber optic cable lines, communications lines, cable television service lines, alarm system lines and internet service lines, and the conduits in which they are or may be located (collectively the "Utility and Communications Improvements") serving the Townhome Residential Units of a Townhome Residential Building are (i) routed over, under, across and through various portions of the collective Townhome Lots upon which a specific Townhome Residential Building has been or will be constructed, including, without limitation, under the concrete slabs upon which Townhome Residential Units have been or will be constructed (such collective Townhome Lots being the "Townhome Residential Building Lots" and each a "Townhome Residential Building Lot") or (ii) located on or attached to the exterior wall(s) of such Townhome Residential Buildings. Accordingly, and notwithstanding anything to the contrary in Section 5.03 of the Declaration, the Declarant hereby reserves unto itself, its successors and assigns and hereby grants to the Association, each Owner of a Townhome Residential Building Lot which is served by any Utility and Communications Improvements, any owner of any Utility and Communications Improvements and any party providing service through or to any Utility and Communications Improvements, a perpetual non-exclusive easement (the "Utility and Communications Improvements Easement") upon, over, under, across and through each and every of such Townhome Residential Building Lots and the exterior wall of the Townhome Residential Building constructed upon such Townhome Residential Building Lots (the "Utility and Communications Improvements Easement Area") as is necessary for the use, construction, maintenance, installation, repair, alteration, replacement and operation of such Utility and Communications Improvements. Notwithstanding the foregoing sentence however, in no event will the easement rights granted hereunder be exercised in a manner which causes damage to the flooring of a Townhome Residential Unit, which impacts vertical improvements constructed or installed upon a Townhome Residential Building Lot or which impacts the exterior wall of a Townhome Residential Building beyond the location or attachment of the Utility and Communications Improvements.

Section 5.23 **Effectiveness of Easements.** If any easement created or intended to be created by this Declaration would be found ineffective as a matter of law on account of the fact that it is purported to be created at a time when both the burdened and benefited properties are owned by the same party, such easement shall be instead be deemed a contractual obligation and license having the

same terms for the duration of the period that the burdened and benefited properties are owned by the same party, which shall automatically be converted to an easement on such future date as the burdened and benefited properties become owned by different parties, without requiring the execution or recordation of any further instruments, so as to preserve the intent and purpose of this Declaration.

ARTICLE 6 - ASSESSMENTS

Section 6.01 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, to pay the Common Expenses or the Limited Common Expenses, as the case may be, for the improvement, preservation, operation, maintenance and repair of the Common Area, including without limitation, conservation, mitigation or preservation areas or water management portions thereof and the Surface Water Management System, for the purposes set forth in Article 4 hereof, and as otherwise provided in this Declaration.

Section 6.02 **Creation of the Lien: Personal Obligations of Assessments.** The Declarant covenants, and each Owner of a Lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association any and all annual and special assessments, and any and all other assessments to be established and collected as hereinafter provided. Notwithstanding anything herein to the contrary, for so long as Declarant retains control of the Association, Lots, including Non-Residential Unit Lots as defined in Section 6.06 hereof, owned by Declarant (and builders of Residential Units expressly designated in writing by Declarant, in its sole and absolute discretion) shall be excused from the payment of all assessments for any budget year in which Declarant agrees to pay any operating expenses incurred by the Association that exceed the assessments receivable from other Owners and other income of the Association for such budget year (including but not limited to CIAC Assessments and initiation fees, which shall be payable as provided elsewhere in this Declaration), as permitted by Florida Statutes Section 720.308(1)(b), in effect as of the date hereof. It is expressly acknowledged that said Florida Statutes Section does not require the Declarant, in order to be excused from the payment of assessments, to pay the operating expenses incurred by the Association that exceed the assessments actually received, but rather only the assessments receivable; thus, the Declarant is not obligated to fund any shortfall or budget deficit due to assessments actually collected being less than assessments receivable by the Association. Declarant's obligation to fund such assessments receivable deficit shall not include any obligation to pay CIAC Assessments or initiation fees or to fund reserves.

The assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. In the case of co-ownership of a Residential Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer or other authorized representative of the

Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 6.03 **Annual Assessments.** The Association shall levy against Lots, and the Owners thereof, annual assessments as provided herein. The annual assessments levied by the Association shall be used for the improvement, maintenance, enhancement and operation of the Open Spaces and Common Property and to perform all obligations and services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance premiums, 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, the payment to any service provider for the cost of cable television, radio, internet access or other communication or data transmission service which is uniformly provided to all Lots, without separate charge to the recipient, 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. Notwithstanding the preceding sentence, the annual assessments levied by the Association shall not be used for payment of the obligations and services which the Association is authorized or required to provide and which are paid for by the townhome assessments which are levied in accordance with Section 6.05 hereof. The Association may, but shall not be obligated to (unless required by law), establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis, (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) insurance premiums or taxes, (d) maintenance, repair and repaving of all private roads for which the Association is responsible (including, without limitation, landscaping and lighting on and around such roads), and (e) such other items as the Board may deem appropriate.

Section 6.04 **Special Assessments.** In addition to the annual assessments authorized by Section 6.03 hereof, the Association may levy against Lots, and the Owners thereof, special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property, Open Space or easements, including the necessary fixtures and personal property related thereto, or for other purposes as determined by the Board. Each Lot shall be subject to, and the Owner thereof shall be responsible for, an equal pro rata share of any special assessment.

Section 6.05 **Townhome Assessments.** In addition to the annual assessments authorized by Section 6.03 hereof, the Association shall levy against Townhome Lots containing Townhome Residential Units, and the Owners thereof, townhome assessments as provided herein. The townhome assessments levied by the Association shall be used to perform all obligations and services which the Association is authorized or required to provide for: Townhome Lot Improvement Maintenance (as more particularly described in Section 8.01U of this Declaration); Structure Exterior Maintenance (as more particularly described in Section 10.0IB of this Declaration); funding of Townhome Residential Unit-Unit Deductible Reserves, if any; premiums for the Association Townhome Residential Building Insurance policy(ies) and any and all other uses provided for in this Declaration. Each Townhome Lot containing a Townhome Residential Unit and the Owner thereof shall be responsible for an equal pro-rata share of the townhome assessments. The townhome assessments provided for herein shall

commence as to each Townhome Lot containing a Townhome Residential Unit on the date of the issuance of a certificate of occupancy for such Townhome Residential Unit.

Section 6.06 Assessments on Lots without Residential Units. It is recognized and acknowledged that Lots which do not contain Residential Units ("Non-Residential Unit Lots") and the Owners thereof do not (a) add to the obligations of or utilize the services which the Association is authorized or required to provide hereunder or (b) use the Open Spaces and Common Property, to the extent that Lots with Residential Units and the Owners thereof do. Accordingly, annual assessments and special assessments payable on Non-Residential Unit Lots, and by the Owners thereof, shall be reduced to an amount which is twenty-five percent (25%) of the assessments then currently fixed and levied against Lots. Notwithstanding the foregoing provisions of this Section 6.06, the reduction in assessments for Non-Residential Unit Lots shall not apply if such Lot had a Residential Unit located upon it at any time in the past.

Section 6.07 Individual Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an individual lot assessment for:

A. costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or non-compliance;

B. costs and expenses incurred in connection of the maintenance, repair or replacement of Common Roofs, Party Walls or Party Sidewalks, but only to the extent such costs or expenses are incurred pursuant to the provisions of Section 10.05, Section 10.06 or Section 10.07 of this Declaration;

C. costs and expenses, including reasonable attorneys' fees and paralegals' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;

D. costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot;

E. reasonable overhead expenses of the Association associated with any individual lot assessment established, made, levied, imposed, collected and enforced pursuant to this Section 6.07, in an amount not to exceed ten percent (10%) of the actual costs and expenses incurred by the Association for any individual assessment specified in this Section 6.07; and

F. costs and expenses associated with other provisions of this Declaration which establish a right to levy an individual assessment.

Section 6.08 **Annual Assessment Budget.** Prior to the beginning of each fiscal year, the Board shall prepare and adopt an itemized budget which sets forth the estimated revenues and expenses (for both operations and reserves) of the Association for the upcoming fiscal year. Each Lot, with the exception of the exempt property described in Section 6.15 below, shall be responsible for an equal pro rata share of the annual assessment. The annual assessment budget format shall be determined by the Board from time to time, subject to any provisions of applicable law. A copy of the budget, along with written notice of each Lot's share of annual assessments, shall be sent to Owners prior to the date on which the payment of the first installment of the annual assessment is due, but a failure to do so shall not in any event excuse an Owner's obligation to pay such assessment.

Section 6.09 **Date of Commencement of Annual Assessments: Due Dates.** Except as otherwise expressly provided herein as to the Declarant (or a builder expressly exempted in writing from assessments by Declarant), each Lot (and the Owner thereof) which has been submitted to the terms of this Declaration, shall be liable for its pro rata share of all assessments. The annual assessments provided for herein shall be due and payable in advance in equal quarterly installments on the first day of each calendar quarter, or such other period as may be approved by the Association. If, as to a particular Lot, the annual assessments are to commence at the time of the closing of the conveyance of such Lot, then a pro-rata portion of the quarterly (or other periodic) installment of the annual assessment shall be collected from the buyer of such Lot and shall be remitted to the Association.

Section 6.10 **Initiation Fee.** At the closing of the sale of each Townhome Residential Unit, the purchaser thereof shall pay an initiation fee to the Association, which shall be used by the Association to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association. The initiation fee as of the sale of the first Townhome Residential Unit shall be THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00), which amount may thereafter be adjusted by the Association from time to time, and shall apply uniformly to all Townhome Residential Units. At the closing of the sale of each Single Family Residential Unit, the purchaser thereof shall pay an initiation fee to the Association, which shall be used by the Association to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association. The initiation fee as of the sale of the first Single Family Residential Unit (including, without limitation, any Single Family Residential Unit-Lakefront) shall be FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), which amount may thereafter be adjusted by the Association from time to time, and shall apply uniformly to all Single Family Residential Units.

Section 6.11 **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Residential Unit to an Owner, the annual assessment shall be in an amount as set forth in the Association budget. The foregoing annual assessment is in addition to any and all assessments and other financial obligations which an Owner may have to the Association.

From and after January 1 of the year immediately following the conveyance of the first Residential Unit to an Owner, the maximum annual assessment may be increased each year: (a) upon approval by a majority of the Board without a vote of the Members, by an amount not greater than fifteen percent (15%) per year, compounded annually, or (b) upon approval of two-thirds (2/3) of each

class of Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) per year, compounded annually, as hereinabove provided.

The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 6.12 **CIAC Assessments.** In addition to the other assessments provided for herein, the Association shall have the right to collect a recurring assessment as a contribution in aid of construction ("CIAC Assessment"). The first CIAC Assessment (the "Initial Townhome CIAC Assessment") with respect to any Townhome Lot shall be in the initial amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per Townhome Lot (which sum may be adjusted from time to time by the Association but in no event to an amount which would exceed one hundred twenty-five percent (125%) of the corresponding Initial Townhome CIAC Assessment in effect during the prior fiscal year) and shall be due and payable by the purchaser or grantee at the time of the first conveyance of the fee simple title to the Townhome Lot by the Declarant to an Owner other than the Declarant (or a builder expressly exempted in writing from assessments by Declarant). Each ensuing purchaser or grantee of fee simple title to a Townhome Lot shall pay to the Association an additional Townhome CIAC Assessment (the "Supplemental Townhome CIAC Assessment") in the amount of one-half (1/2) of the then-established Initial Townhome CIAC Assessment, which will be set aside by the Association for the purpose of maintenance, repair and replacement of the recreational facilities and other Common Area improvements, or for such other purposes as the Board may approve from time to time. The first CIAC Assessment (collectively the "Initial Single Family CIAC Assessment") (i) with respect to any Single Family Lot (less and except the Single Family Lots-Lakefront) shall be in the initial amount of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) per Single Family Lot (less and except the Single Family Lots-Lakefront) and (ii) with respect to any Single Family Lot-Lakefront shall be in the initial amount of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per Single Family Lot-Lakefront (which sums may be adjusted from time to time by the Association but in no event to an amount which would exceed one hundred twenty-five percent (125%) of the corresponding Initial Single Family CIAC Assessment in effect during the prior fiscal year) and shall be due and payable by the purchaser or grantee at the time of the first conveyance of the fee simple title to the Single Family Lot by the Declarant to an Owner other than the Declarant (or a builder expressly exempted in writing from assessments by Declarant). Each ensuing purchaser or grantee of fee simple title to a Single Family Lot shall pay to the Association an additional Single Family CIAC Assessment (the "Supplemental Single Family CIAC Assessment") in the amount of one-half (1/2) of the then-established Initial Single Family CIAC Assessment, which will be set aside by the Association for the purpose of maintenance, repair and replacement of the recreational facilities and other Common Area improvements, or for such other purposes as the Board may approve from time to time. All Initial Townhome CIAC Assessments and Initial Single Family CIAC Assessments shall, upon receipt by the Association, be promptly disbursed to the Declarant to be used solely for the reimbursement of hard and soft costs associated with the construction of recreational facilities and other Common Area improvements within the Property for the benefit of the Owners, their families and guests.

Section 6.13 **Effect of Non-Payment of Assessments; Personal Obligation of the Owner; Lien; Remedies of Association.** If assessments are not paid on the dates due (being the dates specified in this Article 6) then such assessments shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become due and payable and be

a continuing lien on the Lot which shall bind such Lot and 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. The Association may record a notice of lien for delinquent assessments among the public records of the County and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein, the cost of preparing and recording any such notice of lien (including, but not limited to reasonable attorneys' fees), all additional costs of enforcement (including, but not limited to reasonable attorneys' fees), all interest and late fees from time to time assessed on such delinquencies and all unpaid assessments thereafter until satisfied of record.

If any assessment is not paid within fifteen (15) days after the date such assessment is due, the Association may impose a late charge of not more than Fifty and *Noll* 00 Dollars (\$50.00). Any delinquent assessment shall bear interest from the date when due at the highest lawful rate of interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all costs and reasonable attorneys' fees incurred in connection therewith at all pre-trial, trial, appellate and post-judgment levels, including, but not limited to, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 6.14 **Subordination of the Lien to Mortgages; Mortgagees' Rights.** The lien of assessments provided for herein is subordinate to the lien of any first mortgage given to an Institutional Lender now or hereafter placed upon a Lot; provided, however, that (i) such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, and (ii) such subordination shall not relieve the Institutional Lender from its obligation to pay any assessments to the extent required by Florida Statutes Section 720.3085(2)(c), as amended from time to time. Such sale or transfer shall not relieve such Lot from liability for any assessments due upon such sale or transfer or thereafter becoming due, nor from the lien of any such assessments, except that an Institutional Lender that holds a first mortgage given by Declarant upon any such Lot shall be exempt from the payment of the Initial CIAC Assessment and any initiation fee upon such sale or transfer. An Institutional Lender that holds a first mortgage upon any Lot, upon request, shall be entitled to written notification from the Association of any default of the Owner of such Lot of any obligation hereunder which is not cured within sixty (60) days. The Association may provide such notice without receiving a request from said Institutional Lender.

Section 6.15 **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Property; (b) all property dedicated for recreational use pursuant to this Declaration; (c) property designated as Open Space or which is used in the Surface Water Management System (excluding, however, any Lots); (d) all other portions of the Property which have not been platted as Lots; and (e) Lots or Residential Units owned by Declarant (or a builder expressly exempted from assessments in writing by Declarant) for so long as Declarant is excused from the payment of assessments pursuant to the provisions of Section 6.02 above.

Section 6.16 **Collection of Assessments.** Assessments allocated to any Lot shall be billed and collected by the Association. Such billings may be accomplished using annual coupon books containing payment coupons to be remitted to the Association on a periodic basis with the Owner's payments. The Owners shall be liable for the payment of the Association assessments, together with its costs of collection and attorney's fees from any Owner against whom an assessment must be enforced.

ARTICLE 7 -ARCHITECTURAL CONTROL

Section 7.01 **Establishment of Architectural Review Board.** There is hereby established an Architectural Review Board. Notwithstanding anything herein to the contrary, in no event shall the terms of this Article in any way apply to the Declarant.

Section 7.02 **Duties and Functions of ARB.** The duties, powers and responsibilities of the ARB shall be as follows:

A. The ARB shall consist of three (3) or more persons designated by Declarant. At such time as Declarant no longer owns any real property within the Property (or earlier at Declarant's option), Declarant shall assign to the Association the rights, powers, duties and obligations of the ARB, whereupon the Board shall appoint the members of the ARB and shall provide for the terms of the members of the ARB. Members of the ARB need not be officers, directors or Members of the Association. A majority of the ARB may take any action of the ARB and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ARB, a successor shall be designated as provided in this Section.

B. The ARB shall have the right of specific approval or veto of all architectural, engineering, platting, planning, drainage and/or landscaping aspects of the improvement or development of any individual Residential Unit, Townhome Residential Building, or subdivision, tract, Lot or parcel of land within the Property, other than for any architectural, engineering, platting, planning, drainage and/or landscaping aspects of the improvements or development of any individual Residential Unit, Townhome Residential Building, Lot, Tract or parcel of land within the Property by or on behalf of Declarant.

C. No landscaping shall be installed or removed, nor shall any building, wall, fence, walk, dock, pool, enclosure or addition to a house or other structure be constructed, erected, removed or maintained, nor shall any addition to nor any change or alteration therein be made, until the plans showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARB. In approving or disapproving plans, the ARB shall consider the suitability of the proposed building, improvements, structure or landscaping and materials, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARB shall fail to specifically approve or disapprove the plans submitted in final and complete form, within thirty (30) days after written request for approval or disapproval, such plans shall be deemed approved.

D. There is specifically reserved unto the ARB, the right of entry and inspection upon any Residential Unit, Townhome Residential Building, Lot, Tract or parcel of land within the Property for

the purpose of determination by the ARB as to whether there exists any construction of any improvement which violates the terms of any approval by the ARB or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.

E. Each of the Declarant and the ARB has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant or ARB's sole discretion and a prior grant of a similar waiver shall not impose upon the Declarant or ARB the duty to grant new or additional requests for such waivers.

F. The Association, Declarant, ARB or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval or any other person or entity by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or the taking of any action described in this Section. Every person who submits plans for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit whatsoever against the Association, Declarant or ARB or any officer, employee, director, shareholder, partner or member thereof.

ARTICLE 8 - ENFORCEMENT OF RULES AND REGULATIONS

Section 8.01 **Compliance by Owners: Initial Rules and Regulations.** Every Owner and other occupant of a Lot or Residential Unit shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board. Notwithstanding the foregoing, or anything in this Declaration to the contrary, Declarant shall be exempt from any ARB consent or approval required pursuant to this Section or anywhere else in this Declaration. The following are the initial rules and regulations of the Association which may be amended, modified or added to from time to time as provided in the Bylaws.

A. **Residential Units.** Except as otherwise provided herein or approved by Declarant, all Residential Units constructed on the Property shall be used for residential purposes only. Upon approval of the Board (which approval may be withheld in the Board's sole and unfettered discretion), and subject to applicable local government ordinances, Residential Units may also be used for certain designated home occupations. Notwithstanding the foregoing, the Association or the Declarant, for so long as Declarant owns any portion of the Property, may use Residential Units or portions of the Common Area as an information center and/or sales office for Declarant and/or any real estate broker retained by Declarant, offices for any property manager retained by the Association, business offices for the Declarant and the Association, and public use facilities. Residential Units may not be used as models nor as real estate sales offices without the prior written consent of Declarant (so long as the Declarant owns any portion of the Property). Any violation of the foregoing rule against use of any Residential Unit as a model or real estate sales office, and continuance of such violation after written notice from Declarant to quit such use, shall constitute a violation of a restrictive covenant for the benefit of Declarant, which violation will result in damages of an amount which is impossible to ascertain with certainty, in consequence of which each person violating such restriction agrees by the acceptance of a deed, lease, or any right of occupancy in the Property that the Declarant shall be entitled to recover from any such violator liquidated damages in an amount equal to ONE

THOUSAND AND NO/100 DOLLARS (\$1,000.00) per day from and after the tenth (10th) day after written notice of such violation and demand to quit is delivered to the violator or posted on the Lot on which such violation shall occur. Such damages are payable to the Declarant and not the Association, and do not constitute fines but rather liquidated damages, so are not subject to the limitations contained in Section 720.305(2), Florida Statutes. The provisions of this Section requiring the consent of the Declarant and consequences of a violation thereof shall not be amended or modified without the written consent of the Declarant.

B. Restrictions on Subdivision. So long as Declarant owns any portion of the Property, no Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, and no portion less than all or an undivided interest in all of any Lot shall be conveyed or transferred by any Owner other than the Declarant. Notwithstanding the foregoing, and subject to compliance with any applicable local government ordinances, and further subject to the written consent of the Declarant (to the extent Declarant still owns any portion of the Property), which consent may be withheld in the Declarant's sole and absolute discretion, a Lot without a Residential Unit may be subdivided between the Owners of the Lots adjacent to such Lot so that each portion of such Lot would be held in common ownership with another Lot adjacent to that portion.

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

D. Temporary Buildings. No structure of a temporary nature or character, including but not limited to, tents, trailers, house trailers, mobile homes, campers, vans, motor homes, recreational vehicles, shacks, sheds, barns, boats, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Property (except in enclosed garages with the garage door to remain closed at all times); provided, however, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development, construction and sale of the facilities created, including, but not limited to, construction trailers, sheds and material compounds, provided that the same are in compliance with appropriate governmental requirements applicable thereto.

E. Compliance with Laws. Nothing shall be done on the Property that violates any local, state, or federal laws or regulations; however, and in no way limiting the foregoing, the Board shall have no obligation to take enforcement action in the event of a violation. Specifically, but in no way limiting the foregoing, the use or discharge of any firearms or other weapons on the Property is strictly prohibited; provided, however, no Association director, officer, employee or managing agent shall have any duty to become physically or otherwise involved to stop such discharge. The carrying of firearms or other weapons in the Common Area is also prohibited, except to the extent that any requisite permit(s) allowing the carry of any of such firearms or other weapons in the Common Area has been duly issued by the applicable governmental authority(ies) and the person carrying such firearms or other weapons is in compliance with the provisions of such permit(s). The term "firearms or other weapons" includes, but is not limited to, "B-B" guns, pellet guns, knives, swords, cross-bows and other firearms or other weapons of all types, regardless of size.

F. Picketing or Protesting Declarant, Association or other Owners. No picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on any Lot or on any vehicle, apparatus or otherwise within public view in the Property, which tends to vilify, ridicule, denigrate, or impugn the character of the Declarant, the Association, their respective officers, directors or employees, or any Owner or resident of the Property, is permitted under any circumstances whatsoever. Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech.

G. Trash and Garbage. No lumber, metals, bulk materials, refuse, rubbish, garbage or trash (including, but in no way limited to, those certain structures, equipment, or other items which may become rusty, dilapidated, or otherwise fall into disrepair, as the Association may determine, in its sole discretion) shall be kept, stored or allowed to accumulate on the Property except building materials during the course of construction of any approved structure. Household refuse, rubbish and trash shall be placed in sealed containers which may be placed in the open on any day that a pick-up is to be made at such place as will be accessible to persons making such pick-up, provided that said containers shall not be permitted to remain in the open for more than twelve (12) hours on said day. At all other times, such containers shall be stored so that they are not Visible from Neighboring Property. All containers shall conform to such specifications as the Association may from time to time adopt or mandate, including, without limitation, Bear Resistant Trash Containers as are more particularly described in Section 13.05 of this Declaration.

Notwithstanding anything herein to the contrary, the Association shall have the option, in its sole and absolute discretion, to elect to retain a valet trash service whereby trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis ("Valet Trash Service"). The cost of such Valet Trash Service, if established, shall be assessed to each Lot in accordance with Section 6.03 of this Declaration.

No outside burning of trash, leaves, debris, or other materials is permitted, except during the normal course of construction by Declarant or by a person authorized to do so by Declarant or the Association and subject to local governmental ordinances, rules or regulations. Additionally, the dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances into any drainage ditch, stream, pond, or lake, or elsewhere in the Property, is strictly prohibited, except that fertilizers may be applied to landscaping on Lots, provided care is taken to minimize runoff of such fertilizer or fertilized by-products from the Lot.

H. Burial of Pipe and Tanks. Without the prior written consent of the Declarant (so long as Declarant owns any portion of the Property) and the Association: (i) no water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Property above or below the surface of the ground, except hoses and movable pipes used above-ground for irrigation purposes and residential barbecue grill tanks and (ii) no property shall be used for the purpose of storing, heating, boring, mining, quarrying, exploring for or removing oil, gasoline, other fuels, or other hydrocarbons, phosphates, minerals, gravel or earth. Provided, however, that the Declarant may conduct such activities on any portion of the Property which it owns, and the Association shall be permitted to store fuel for the operation of maintenance vehicles, pool heater(s) generators, and similar equipment. All authorized propane tanks for household and/or pool purposes on a Lot (excluding barbecue grill tanks)

must be installed underground. Nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms, Residential Units, or any other improvements contemplated and permitted by this Declaration or in connection with the initial grading and development of any portion of the Property.

I. Nuisance. Nothing shall be done on the Property which is illegal or which may be or become an annoyance or nuisance, including, but not limited to, offensive odors and noises (including, but not limited to, the use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be an unreasonable source of annoyance, as the Board may determine, to occupants of other Residential Units), and any noxious or offensive activity which in the determination of the Board may cause embarrassment or discomfort to persons using the Common Area or to the occupants of other Residential Units, nor shall any plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property, be permitted on the Property. Any activity which generates a level of noise audible to occupants of other Residential Units while inside their Residential Units (including, without limitation, lawn maintenance, recreational activities, games, parties, music, and other activities conducted outdoors or on porches, patios or decks) between the hours of 11:00 p.m. and 8:00 a.m. are strictly prohibited, except that during the construction of dwellings on the Lots, Declarant and authorized builders may commence construction activities within the Property at 7:00 a.m. Additionally, no hobbies or other activities shall be pursued on the Property which may cause an unclean, unhealthy, or untidy or noisy condition to exist outside of an enclosed structure on any particular Lot. Any activities by persons other than Declarant or its designees which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property, or which use excessive amounts of water or result in unreasonable levels of sound or light pollution, are expressly prohibited. Swimming, boating, fishing, using personal floatation devices, or any other active use of rivers, lakes, ponds, streams, or other bodies of water within the Property is expressly prohibited, except when such activities are undertaken by the Declarant or the Association in furtherance of construction, maintenance, operation and repair, and if necessary, reconstruction or replacement of Common Area, including without limitation, the Surface Water Management System, and further except that Declarant and its successors and assigns shall be permitted to draw water from ponds, streams, and other bodies of water within the Property for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Declarant or the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Property, nor shall it be responsible for any loss, damage, or injury to any person or property arising out of any other nuisance or noxious or otherwise unauthorized use of the Property. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Association for a decision in writing and its decision shall be final.

J. Weeds and Underbrush. All Lots shall be landscaped with grass approved by the ARB, and shall have underground sprinkler systems providing one hundred percent (100%) coverage of grass and landscaping, with operating rain sensors. No weeds, underbrush, or other unsightly growths (such as, without limitation, grass which is more than six (6) inches tall) shall be permitted to grow or remain upon the Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Notwithstanding anything to the contrary in Section 8.01U of this Declaration, in the event an Owner shall fail or refuse to keep their Lot free of weeds, underbrush,

sight obstruction, refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass; except, however, that the Owner shall be given fifteen (15) days prior written notice of such action. In such event, the rights of the Association set forth in Article 4 shall apply.

K. Painting of Residential Units. Except in the event when re-painting is to be undertaken by the Association as a component of the Structure Exterior Maintenance, the exterior of a Residential Unit shall be re-painted within forty-five (45) days of notice by the ARB to the Owner of the applicable Residential Unit. Any such re-painting shall be further subject to the duties, powers and responsibilities delegated to the ARB in Section 7.02 of this Declaration.

L. Vehicle Parking and Towing. All commercial vehicles, recreational vehicles, trailers, self-propelled motor homes, motorcycles which are not licensed and registered for operation on public roadways, and boats shall be parked in enclosed garages at all times (except temporarily during loading and unloading and further except for construction, service, and delivery vehicles, which shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area), and shall never be parked, kept, or maintained on Common Area. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with commercial writing on their exterior or vehicles primarily used, designed, or registered for commercial purposes, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies including, without limitation, police and sheriff insignias (such foregoing not included passenger cars or official vehicles being "Qualified Vehicles"). Notwithstanding and in no way limiting the foregoing, the following activities are specifically prohibited. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Property except in an enclosed garage with the garage door remaining closed except when open as needed to permit ventilation and ingress/egress. No vehicles longer than twenty-one feet (21') or taller than eight feet (8') shall be permitted to be parked anywhere on the Property. The parking of any vehicle on any street within the Property is prohibited; provided, however, parking of licensed and registered passenger vehicles or motorcycles or Qualified Vehicles shall be permitted within driveways and on areas within the Property where parking spaces have been approved by applicable governmental authorities or the Board and identified by striping on the pavement or curb or signage. The Association shall have the right to have any vehicle parked, kept, maintained, constructed, reconstructed, or repaired in violation of these provisions towed away, at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle shall be paid to the Association by the owner of the vehicle, and if such vehicle owner is also an Owner, the cost incurred by the Association in towing the vehicle or equipment shall be assessed against an Owner and his or her Lot and be payable on demand, and such cost shall be secured by an individual lot assessment lien. Notwithstanding anything to the contrary in this Section, the Board may from time to time promulgate additional rules which restrict, limit or prohibit parking or the use of any parking area, including without limitation, any parking area which may be in front of, adjacent to or part of any Lot, for personal passenger vehicles, commercial vehicles, Qualified Vehicles, buses, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. All such rules, if and when promulgated by the Board, shall have the same force and effect as if promulgated and initially made a part of this Declaration.

M. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use or maintenance of improvements constructed by the Declarant or approved by any applicable committee. This provision shall not apply to any activity of Declarant or any designated builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property.

N. Clothes Drying Area. No portion of any of the Property shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened from view from adjacent property or streets.

O. Antennas, Aerials and Storm Shutters. There shall be no exterior radio, television, dish antenna or other antenna or device for sending or receiving electromagnetic signals erected or maintained on the Property without the prior written approval of the ARB, except as otherwise allowed by law, and except that Declarant, so long as it owns any portion of the Property, or the Association shall have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Property, should any master system or systems be utilized by the Association and require such exterior apparatus. No hurricane or storm shutters shall be installed unless the same are of a type and color approved by the ARB. The ARB may impose requirements as to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law.

P. Drainage. No changes in elevations of any portion of the Property shall be made which will cause undue hardship to adjoining real property within the Property.

Q. Underground Wires. Other than for the installation of lines or wires for communication or data transmission or the transmission of electrical current in conjunction with the original construction of Residential Units and/or the original construction of other original improvements to be constructed within the Property, no lines or wires for communication or the transmission of electrical current shall be constructed, placed or permitted to be placed on any Lot unless the same shall be underground and specifically permitted in writing by the ARB.

R. Animals. Except for dogs, cats and aquarium kept fish which may be kept, raised and maintained on the Property, no reptiles, livestock, poultry, pets or animals of any kind, nature or description shall be kept, raised or maintained on the Property. In addition, in no event may any animal be bred or otherwise maintained on the Property for business or commercial purposes. No animal deemed to be a non-native species or deemed to be dangerous, vicious, or of a similar nature (all as more particularly described in Florida Statutes, Florida Administrative Code or any local government ordinances, rules or regulations), no breed of animal which is prohibited by local government ordinances, rules or regulations, and no animal deemed by the Board (in its sole and absolute discretion) to be a nuisance, is permitted to be kept, raised or maintained on any Lot and/or within any Residential Unit. Dogs, cats and aquarium kept fish, raised or maintained on any Lot or within any Residential Unit, may only be so kept, raised and maintained in numbers deemed reasonable by the Declarant or the Association, in the exercise of their sole discretion. More than two (2) dogs and/or cats kept, raised or maintained on any Townhome Lot and/or within any Townhome

Residential Unit and more than three (3) dogs and/or cats kept, raised or maintained on any Single Family Lot and/or within any Single Family Residential Unit shall prima facie be considered unreasonable. Notwithstanding the foregoing, no such dogs, cats or aquarium kept fish may be kept, raised or maintained on the Property under circumstances, which, in the sole judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Property. When dogs are not within a Residential Unit they must either be on leashes under the control of the person walking them or contained within a completely fenced yard on a Lot. Notwithstanding the foregoing sentence, dogs shall be kept or housed within a Residential Unit and shall not be kept or housed outside or in a garage or on a porch, deck or patio. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet. All animals kept, raised or maintained must be registered, licensed, and inoculated as required by law.

The capturing, trapping, or killing of wildlife within the Property, other than by or on behalf of the Association, Declarant, or by a representative or designee of a governmental authority (except in circumstances posing an imminent threat to the safety of persons in the Property) is expressly prohibited.

S. Business and Sales. Except as expressly contemplated in this Declaration or the Plat, no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on or upon any Lot or within any Residential Unit. Yard sales, garage sales, moving sales, rummage sales, or similar activities are strictly prohibited, except on such dates as the Board may designate for such activities to be conducted on a Property-wide basis. Additionally, any door-to-door solicitation is strictly prohibited within the Property.

T. Maintenance of Parking Areas, Etc. All setback areas, yards, walkways, driveways and parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris.

U. Maintenance of Certain Improvements. At the election of the Association, all sidewalks (if any), irrigation systems, landscaping and landscape lighting located on Single Family Lots (including, but not limited to, those portions located on any roadway Tracts adjoining Single Family Lots in the area between the Single Family Lot line and the curb or edge of the paved roadway adjoining any Single Family Lot) shall be maintained and repaired by the respective Owners of the Single Family Lots. Maintenance of the sidewalk by the Owner shall consist of pressure-washing as needed to keep the same in a safe and reasonably clean condition. Maintenance of landscape lighting shall mean keeping all landscape lighting fully functional, operating at the times required by the ARB, in the manner in which it was installed, pursuant to plans approved by the ARB, with all power consumption paid by the Owner. Maintenance of landscaping and irrigation shall mean keeping all landscaping in live, healthy, and growing condition, properly watered (including compliance with governmental watering restrictions) by a fully functional irrigation system, weeded, mowed, edged, and/or trimmed as applicable, with all water consumption paid by Owner. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Owner shall be responsible for the replanting, repair and/or replacement of such landscaping with

similar sound, healthy plant materials, except as otherwise allowed by law. No trees may be planted by any Owner under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) feet of any underground water, sewer, transmission line or other utility. In the event any irrigation system or landscape lighting components cease to be fully functional (including but not limited to light fixtures, light bulbs, electric cables, outlet boxes, sprinkler heads, valves, timers and meters), the Owner shall repair or replace same as needed to maintain their full functionality, all at the Owner's sole cost and expense.

All sidewalks, driveways, fences irrigation systems, landscaping, including, but not limited to, grass, trees and shrubs on Townhome Lots, and landscape lighting located on Townhome Lots (including, but not limited to, those portions located on any rights-of-way adjoining Townhome Lots in the area between the Townhome Lot line and the curb or edge of the paved roadway adjoining any Townhome Lot) shall be maintained and repaired by the Association (collectively "Townhome Lot Improvement Maintenance"). Maintenance of sidewalks, driveways or fences by the Association shall mean keeping the same in good order and repair, including, but not limited to, pressure-washing as needed to keep them in a reasonably clean condition. Maintenance of landscape lighting shall mean keeping all landscape lighting fully functional, operating at the times required by the ARB, in the manner in which it was installed, pursuant to plans approved by the ARB, with all power consumption paid by the Association. Maintenance of landscaping and irrigation shall mean keeping all landscaping in live, healthy, and growing condition, properly watered (including compliance with governmental watering restrictions) by a fully functional irrigation system, weeded, mowed, edged, and/or trimmed as applicable, with all irrigation water consumption paid by the Association. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Association shall be responsible for the replanting, repair and/or replacement of such landscaping with similar sound, healthy plant materials, except as otherwise allowed by law. No trees may be planted by, under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) feet of any underground water, sewer, transmission line or other utility. In the event any irrigation system or landscape lighting components cease to be fully functional (including but not limited to light fixtures, light bulbs, electric cables, outlet boxes, sprinkler heads, valves, timers and meters), the Association shall repair or replace same as needed to maintain their full functionality, all at the Association's sole cost and expense. Notwithstanding the foregoing, however, the Association may, at any time and in the sole and absolute discretion of the Board, elect to terminate any or all of such Townhome Lot Improvement Maintenance and obligate the Owners to maintain the same; provided, however, that no such action shall be effective unless written notice of the termination of such services by the Association is sent to the affected Owners at least two (2) weeks in advance of any action taken. The Association may either (i) assess the cost of such Townhome Lot Improvement Maintenance as a townhome assessment against all Townhome Lot Owners if the maintenance, repair or replacement is being performed with respect to all Townhome Lots, or (ii) if the Townhome Lot Improvement Maintenance is being performed with respect to less than all Townhome Lots, assess the cost of such maintenance, repair or replacement against the affected Townhome Lot Owner(s) as an individual assessment(s) pursuant to Section 6.07 and for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other assessments.

The Association shall only be responsible for the replacement and/or repair of any of the improvements being maintained (including, but not limited to, dead or badly damaged landscaping) when such damage, as determined by the Association in its sole and absolute discretion, is the sole

result of the Association's failure to properly maintain the same or weather or natural causes, failure of parts, electric surges, expiration of useful life, or other events beyond anyone's control. If the damage or destruction is caused by the Owner, any of the Owner's agents, contractors, guests, invitees or licensees, any other third party not related to the Association, the Owner shall be responsible for the repair or replacement of such improvements and any cost incurred by the Association in such instances shall be charged to the Owner as an individual assessment pursuant to Section 6.07 and for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other assessments.

Until Class B Membership ceases to exist, no Owner or any other party may change any grass or landscaping or landscape lighting on any Lot or install any additional grass or landscaping or landscape lighting or fencing on any Lot (except to replace dead or dying grass or landscaping); provided, however, that after Class B membership in the Association ceases to exist, if an Owner seeks and obtains the approval of the ARB to install and maintain additional grass or landscaping or landscape lighting on such Owner's Lot, then the Association shall maintain such additional grass or landscaping or landscape lighting on such Owner's Lot and any cost incurred by the Association in such instances shall be charged to the Owner as an individual assessment pursuant to Section 6.07 and for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other assessments.

V. Fences. Other than fences, walls and other similar structures constructed from time to time by the Declarant, no fence, wall or other similar structure shall be erected on any Lot unless the materials therefor and the color, location and dimensions thereof are approved by the ARB and are in accordance with such standards as may be adopted by the ARB; provided, however, that nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs or spas on a Lot as may be required by applicable governmental authorities, subject to the approval and additional requirements of the ARB. Notwithstanding the right of the ARB to adopt such standards for installation of any wall, fence or other similar structure on a Lot, the ARB shall not approve installation of any wall, fence or other similar structure in the front yard portion of a Lot and any approval for installation shall be subject to setback requirements imposed by any applicable governmental authorities. Notwithstanding the foregoing, and notwithstanding the right of the ARB, in its sole discretion, to approve installation of all fences, other than for fences constructed or installed by Declarant, (i) no solid (i.e., privacy) fences shall be installed within a Drainage Area, including, without limitation a drainage easement area or a drainage swale or berm located within a Drainage Area, and the ARB shall not approve such installation, and (ii) non-solid (i.e., open picket or rail) fences may be approvable for installation within a Drainage Area, including, without limitation a drainage easement area or a drainage swale or berm located within a Drainage Area, which is located adjacent to a boundary line which is common to two (2) Lots and provided the fence shall be installed and maintained so that the lowest portion of the picket(s) or rail(s) shall never be less than two inches (2") above the ground level, shall allow stormwater to flow through the Drainage Area without blockage and shall not cause erosion within such Drainage Area. Such non-solid fences, if approved by the ARB for installation within a Drainage Area, may also be approvable by the ARB to transition to or connection with an ARB approved solid fence which is not located within a Drainage Area.

W. Air Conditioners and Solar Panels. Except as initially installed by the Declarant or a designated builder, no heating, air conditioning (window or wall-mounted), or evaporative cooling unit shall be placed, constructed or maintained upon any Lot without the prior written approval of the ARB. Solar energy collecting units or panels may be placed, constructed or installed upon a Lot only at such locations as are determined by the ARB to minimize objectionable aesthetics, subject to the requirements of Section 163.04, Florida Statutes, as amended from time to time.

X. Signs. No sign of any kind shall be displayed to the public view on the Property, 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 home or on the outside walls of the home so as to be visible from the exterior, nor on any Common Area, nor on any dedicated streets, drainage easement areas or any other Dedicated Areas, if any, nor on entryways or any vehicles within the Property, except such as are placed by the Declarant. Declarant's rights under this Section 8.01X shall exist so long as Declarant owns any property subject to this Declaration, notwithstanding any limitation on Declarant's rights in Section 13.03, and shall include, without limitation, the right to place signs in the Common Area in order to advertise the Declarant's company or builder, project, sales or other matters during the construction and sales period after Turnover.

Y. Lighting, Decoration and Flags. No decorative objects, including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, shall be installed or placed within or upon any portion of the Property without the prior approval of the ARB. No exterior lighting fixtures shall be installed on any Residential Unit without adequate and proper shielding of fixtures and without the approval of the ARB. A reasonable number of holiday or religious lights and decorations may be displayed on a Lot for up to fifteen (15) days prior to a national or religious holiday and up to fifteen (15) days thereafter, without prior approval from the ARB, but subject, however, to the right of the Association or Declarant (so long as Declarant owns any portion of the Property), in their sole and absolute discretion, to require removal of any such decorations which are deemed to (a) be excessive in number, size, or brightness, relative to other Lots in the area; (b) draw excessive attention or traffic; (c) unreasonably interfere with the use and enjoyment of neighboring properties; and/or (d) cause a dangerous condition to exist. The Association shall have the right, upon (i) seven (7) days' prior written notice (as to holiday or religious lights or decorations) or (ii) thirty (30) days' prior written notice as to all other exterior lighting or decorations), to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence.

Other than for flags which may be displayed in a respectful manner pursuant to and in accordance with the provisions of Section 720.304(2), Florida Statutes, as may be amended from time to time, no Owner shall display a flag or flags on such Owner's Lot. The display of such permitted flags and the improvements used for such display, including, but not limited to, flagpoles, are further subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the local governmental authorities and all setback and locational criteria contained in this Declaration. Flags may be mounted and displayed in a respectful manner at an approved location on the exterior facade of a Residential Unit.

Z. Windows. Within thirty (30) days of occupancy of a Residential Unit, each Owner shall install permanent suitable window treatments on all windows facing the street. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors, or similar type items shall be installed or placed upon the outside or inside of any windows, except that professional window tinting shall be allowed subject to prior written approval of the ARB.

AA. Stormwater. No structure or landscaping that interferes with the stormwater drainage and retention system within the boundaries of the Property shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed, nor shall any improvements be installed therein, so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for stormwater drainage or retention lines or swales are located may be required by the Association to be responsible for the maintenance of such easement areas to permit the flow and retention of water in accordance with the stormwater drainage and retention system approved by applicable governmental authorities. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed.

BB. Wells. No wells for any purpose shall be permitted on the Property.

CC. Garages and Garage Doors. All Residential Units shall have an attached enclosed garage for automobiles, and all garage doors of any Residential Unit shall remain closed at all times when not in use for entry and exit to and from the garage, or for ventilation while in the garage. No garage shall be used for storage or such other purposes which preclude its use for parking of the number of automobiles for which it is designed. The conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval of the ARB, shall be strictly prohibited, unless required by an applicable governmental authority. The interior of all garages situated on any Lot shall be maintained in a neat and clean condition.

DD. Swimming Pools. Other than for swimming pools or in-ground or aboveground hot tubs or spas constructed from time to time by the Declarant, any swimming pool or in-ground or aboveground hot tub or spa to be constructed on any Lot shall be subject to the approval and requirements of the ARB. Aboveground swimming pools are prohibited. Pool screen enclosures constructed on any Lot shall be subject to the approval and requirements of 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 pool screen enclosures installed with the Property; provided, however, that nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs or spas on a Lot as may be required by governmental regulation or law, subject to the approval and additional requirements of the ARB.

EE. Sporting Equipment. Except such as are installed by Declarant, no recreational, playground or sports equipment shall be installed or placed within or about any portion of the Property without the prior written consent of the ARB. Portable basketball hoops shall be permitted, but must

not be Visible from Neighboring Property when not in use. No skateboard ramps or play structures, including, without limitation, jungle gyms, swing sets, or similar playground equipment shall be erected or installed on any Lots without the prior written approval of the ARB. Such approved equipment shall be located at the rear of Lots, or the inside portion of corner Lots, not within any applicable setback lines, not within any easements and shall not be Visible from Neighboring Property. In addition, the rear or interior portions of any such Lots in which such approved equipment is kept shall be wholly enclosed by solid (i.e., privacy) ARB approved fencing (which fencing, if approved by the ARB, may abut or "tie into" the Residential Unit and use a portion of the Residential Unit to complete such enclosure). Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and regulations governing recreational playground or sports equipment or facilities may be adopted by the Association from time to time.

FF. Mailboxes. Mailboxes shall not be allowed on Lots if mailbox clusters are provided by the Association for all Owners at one or more locations established by the Association on the Common Area.

GG. Use of Common Area. In order to promote the health, safety and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Area and Property, the Declarant and the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Area by third parties, including (without limitation) parties providing utility or other services to the Property. Accordingly, all third parties utilizing the Common Area shall be required to comply with such conditions as may be determined by the Association and/or the Declarant, as applicable, to be reasonable and necessary to maintain, preserve and protect the Common Area and the Property, and to preserve and protect the safety of persons and property from time to time located upon or within the Property. Conditions may be imposed, in particular, on any person or entity utilizing the Common Area for the installation, maintenance, repair or replacement from time to time of utilities or any other improvements or facilities (a "Service Provider") pursuant to any easement, permit, license, right of use or similar right or privilege granted by either the Declarant or the Association (whether or not pursuant to this Declaration, a Plat of the Property or any other agreement or instrument) in order to accomplish the foregoing purposes and in order to avoid, if possible, the installation of improvements which interfere with the use of the Common Area and/or detract from the appearance of the Common Area and the Property. Such conditions may include, without limitation, the right of the Association or Declarant to:

(a) Require that the Service Provider submit a written request for authorization to utilize the Common Area, in form and content (and accompanied by such additional documents and information) as are reasonably required by the Association or the Declarant to adequately review and process same;

(b) Require the Service Provider to pay a processing fee in an amount reasonably determined by the Association or the Declarant to compensate it for the cost of processing, reviewing and approving such request;

(c) Require that improvements be installed below ground to the maximum extent practicable;

- (d) Approve the location of any improvements;
- (e) Approve the size and composition of any above-ground improvements;
- (f) Approve the plans and specifications for all improvements;
- (g) Supervise construction, installation, repair and other activities;
- (h) Establish appropriate times for such activities to be conducted;
- (i) Require screening or landscaping around above-ground improvements;
- (j) Minimize interference with other uses of the Common Area and Property;
- (k) Impose safety, security and traffic control requirements;
- (l) Establish and enforce reasonable rules and regulations;

(m) Require the Service Provider to reimburse the Association or the Declarant for any actual, out-of-pocket expenses incurred or payable by the Association or the Declarant to others in order to perform any activities contemplated in this Section, including, without limitation, costs or fees of consultants, contractors and others who may be engaged to perform such activities or to monitor or enforce the provisions of this Section with respect to such Service Provider;

(n) Require the Service Provider to deposit or post with the Declarant or the Association adequate security (in the form of cash, letter of credit, bond or other acceptable security) for the performance by the Service Provider of its obligations under this Section or the compliance by the Service Provider with any conditions imposed on such Service Provider pursuant to this Section; and

(o) Take such other actions as are reasonable or appropriate in furtherance of the foregoing.

Nothing contained herein, however, shall be construed to impose upon the Declarant or the Association an affirmative obligation to establish such conditions, nor any particular condition listed above, nor shall either the Declarant or the Association be liable to each other or any Owner or other person for failure to establish or enforce any such conditions.

HH. Minors' Use of Common Area. Adults shall be responsible for all actions of their minor children at all times in and about the Property. Neither Declarant nor the Association shall be responsible for any use of the Common Area, by anyone, including minors. The Board may adopt reasonable rules and regulations governing minors' use of specific portions of the Common Area.

IL Extended Vacation or Absence. In the event a Residential Unit will be unoccupied for an extended period, the Residential Unit must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Residential Unit; and (ii) designating a responsible firm or individual to care for the Residential Unit, should the Residential Unit suffer

damage or require attention, and providing a key to that firm or individual. Neither the Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Residential Unit.

JJ. Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation, or of any similar breach or violation thereof at a later time or times.

KK. Waivers. Each of the Declarant (so long as it owns any portion of the Property) and the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant's or Association's sole discretion and a prior grant of a similar waiver shall not impose the duty to grant new or additional requests for such waivers.

Section 8.02 Enforcement. Failure of any Owner to comply with any restrictions, covenants, policies or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, the imposition of one or more fines (which may become a lien against the Lot or Residential Unit, together with interest and costs of collection), or any combination thereof, including costs and attorney's fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review. Subject to the provisions of Florida Statutes, Section 720.305, as the same may be amended from time to time, the Association shall have the right to suspend use of Common Property for any Owner violating these covenants, conditions and restrictions for a period of time which is the longer of sixty (60) days or the duration of a continuing violation. The Declarant, the Association or any Owner shall have the right to enforce the provisions of this Declaration, as more particularly set forth herein.

Section 8.03 Rental of Residential Units. In the event that any Owner rents or leases a Residential Unit to a tenant or lessee (a "Tenant"), such Owner shall notify the Tenant in writing of the existence of this Declaration and the Association governing documents, and shall provide copies of such documents to the Tenant together with copies of any rules and regulations hereunder which are applicable to the Residential Unit. Additionally, such Owner shall deliver written notice of the Tenant's occupancy to the Association, specifying the following information:

- A. The complete name and mailing address of the Tenant; and
- B. The telephone number, fax number and e-mail address for the Tenant, to the extent applicable.

No Lot or Residential Unit may be leased for a period of less than nine (9) months except that Lots or Residential Units owned by or leased to Declarant, or parties designated by Declarant as exempt, shall be exempt from this minimum nine (9) month lease period. Any such rental shall comply with the terms contained in the Declaration, other matters of record and all applicable law.

ARTICLE 9 - TURNOVER

The Members of the Association other than the Declarant shall be entitled to elect a majority of the members of the Board no later three (3) months after ninety percent (90%) of the Lots in all phases

of the community that will ultimately be operated by the Association have been conveyed to Owners other than the Declarant, unless otherwise required by law (the effective date of such transition of control being referred to as "Turnover"). The Declarant shall be entitled (but not obligated) to appoint at least one member of the Board for so long as the Declarant holds any portion of the Property for sale in the ordinary course of business, unless otherwise required by law.

ARTICLE 10 - MAINTENANCE; INSURANCE, CASUALTY LOSSES AND REPAIRS;
PARTY SIDEWALKS; PARTY WALLS; COMMON ROOFS

Section 10.01 **Maintenance Responsibility.** The responsibility for the maintenance of the Common Area, Lots, Townhome Residential Buildings or Residential Units within the Property shall be as follows:

A. **Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, in such manner and on such schedule as the Board, in its sole discretion, deems appropriate.

B. **Exterior Maintenance, Repair or Replacement.** The Association shall be responsible for maintaining/repainting the exterior paint and repairing or replacing the exterior roof (i.e., shingles, shingle underlayment material/membrane and roof sheathing/decking) of a Townhome Residential Unit or Townhome Residential Building (collectively the "Structure Exterior Maintenance"). At the time the Association repaints the exterior of a Townhome Residential Unit or Townhome Residential Building it shall also caulk or recaulk, as the Association deems necessary, in its sole discretion, the exterior portions of all windows (but not skylights) and exterior doors. Each Owner is responsible for making sure such Owner's Townhome Residential Unit remains watertight including, without limitation, reglazing windows, caulking or recaulking around windows, skylights and doors and maintaining seals on doors. To the extent that any Owner, or any of such Owner's agents, employees, guests, invitees or licensees, causes damage to any improvements which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for all other assessments.

Except as may otherwise be provided in this Declaration, including, without limitation, this Article 10 or Section 8.01U, each Owner shall otherwise be responsible for maintaining such Owner's Lot, including, but not limited to, each Residential Unit thereon, the exterior and structural elements, including, without limitation the exterior stucco or siding, foundation and all fixtures and parts thereof, and the exterior and structural elements of all other improvements located on such Owner's Lot in a good, safe and clean condition and in a neat and attractive manner and as otherwise provided elsewhere herein. To the extent that any Owner, or any of such Owner's agents, employees, guests, invitees or licensees, causes damage to any improvements which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which shall

be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for all other assessments.

C. Townhome Residential Building Maintenance. Notwithstanding Section 10.01B, the Association shall (or may, if so indicated) perform the following services:

(a) shall maintain the fire sprinkler systems (if any) within all of the Townhome Residential Buildings;

(b) as more particularly described in and subject to the provisions of Section 8.01U of this Declaration, shall maintain the landscaping, grass, shrubs and trees, irrigation system and parts, and exterior lighting, from time to time located around the Townhome Residential Buildings;

(c) shall provide for termite prevention and treatment and secure treatment warranties for all Townhome Residential Buildings;

(d) shall provide the Structure Exterior Maintenance;

(e) may (but shall not have the obligation to) provide all or any portion of the Townhome Lot Improvement Maintenance;

(f) may (but shall not have the obligation to) provide for any reserves for exterior paint maintenance or repainting, the repair and replacement of Common Roofs, Party Sidewalks, Party Walls, or other improvements or personalty specific to the Townhome Residential Buildings, Townhome Residential Units or the Townhome Lots, as the Association deems necessary or desirable; and

(g) may (but shall not have the obligation to) procure any such further products or services which the Association deems necessary or desirable with respect to the Townhome Residential Buildings, as determined in the exercise of the Association's Board of Directors' reasonable discretion.

D. Owner's Failure to Maintain. In the event an Owner fails to maintain the exterior of his Lot or Residential Unit to the extent required in this Declaration, or in the event the Board deems it in the best interest of the Property, then the Association may provide said maintenance after delivery of fifteen (15) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot or Residential Unit as an individual assessment. The Association shall notify the Owner of said Lot or Residential Unit in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected same within fifteen (15) days after the date of said notice, the Association (after approval by a majority affirmative vote of the Board) may correct such condition, for which purpose the Association and its agents, employees and contractors shall have the right of entry onto the Lot and within the Residential Unit to the extent required; subject, however, to such limitations as may be imposed by Chapter 720, Florida Statutes, and other applicable laws then in effect. The cost of such maintenance shall be assessed by the Association as an individual assessment against the Lot or Residential Unit upon which such maintenance is performed, and shall not be considered part of the annual assessment. Any such individual assessment or charge shall be a lien upon the Lot or Residential Unit and an obligation of the Lot or Residential Unit Owner and shall become immediately due and payable in all respects, together with attorney's fees, court costs,

recording costs, interest, an administrative fee (payable to the Association or its manager in the amount of twenty-five percent (25%) of the cost of maintenance) and other fees or costs of collection as provided for other assessments of the Association. The Association shall have a right and easement in and to the land comprising each Lot and Residential Unit in order to maintain same in accordance with this Article and said right and easement shall be a covenant running with the land as to each Lot and Residential Unit.

E. Damage Caused by Owner. Notwithstanding the foregoing, to the extent that any Owner, or any of such owner's agents, employees, guests, invitees or licensees, causes damage to any improvement which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvement shall be charged to such Owner as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments.

F. Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner's Residential Unit in a neat and sanitary manner. Other than for providing termite control and fire sprinkler or fire protection service (if any) to each of the Townhome Residential Buildings located on the Property, the Association shall not be in any way responsible for any such interior maintenance nor shall the Association be responsible for the maintenance of any of such Owner's electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Association in this Declaration.

Section 10.02 Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association. Each Owner shall pay all real and personal property taxes and assessments for any property owned by such Owner.

Section 10.03 Property Insurance on Townhome Residential Buildings and Townhome Residential Units.

A. Townhome Residential Unit Insured Property. The Association may, but shall not be obligated to, maintain property insurance (the "Association Townhome Residential Building Insurance") on each Townhome Residential Building in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof. It is the intent that the Association Townhome Residential Building Insurance shall cover those portions of such Townhome Residential Buildings which would typically be required, under Florida law, to be insured by a condominium association if the Property and Townhome Residential Buildings were a condominium (collectively, the "Townhome Residential Unit Insured Property"). Specifically, but without limitation, the Association Townhome Residential Building Insurance shall exclude sheetrock or drywall, all furniture, furnishings, fixtures, countertops, water filters, floor coverings, wall coverings and ceiling coverings, other personal property or fixtures which were, without limitation, included, supplied or installed at the time the Owner originally purchased the Townhome Residential Unit or are owned or were supplied or installed by Townhome Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, and all electrical fixtures, appliances, cabinets, cabinets fixtures, vanities, interior paint, installations and/or additions comprising that portion of the Townhome Residential Building which were, without limitation, included, supplied or installed at the time the Owner originally purchased the Townhome Residential Unit or which are owned or were supplied or installed after such purchase by Townhome

Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the Townhome Residential Units not typically insured by a condominium association and the same shall not be Townhome Residential Unit Insured Property. Such policy(ies) may contain reasonable deductible provisions as determined by the Board, in its sole discretion. Such coverage shall afford protection against loss and/or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time-to-time are customarily covered with respect to buildings and improvements similar to the Townhome Residential Buildings in construction, location and use.

B. Excluded from Coverage. In addition to excluding coverage for property which is not Townhome Residential Unit Insured Property under the Association Townhome Residential Building Insurance, the Association shall also not be responsible for providing insurance coverage for casualties or damages resulting from floods and the Association shall not cover damages for loss of use of the Townhome Lot or Townhome Residential Unit. Unless the Association elects otherwise, the insurance purchased by the Association shall also not cover claims against an Owner due to accidents occurring within or on such Owner's Townhome Residential Unit, nor casualty or theft loss to the contents of an Owner's Townhome Residential Unit. It shall be the obligation of the Owner of a Townhome Residential Unit, if such Owner so desires, to purchase and pay for insurance as to all risks not covered by insurance carried by the Association (for example, a typical condominium unit owner's policy, also known as HO-6). Each Townhome Residential Unit Owner shall be responsible for determining the extent and limits of the Association Townhome Residential Building Insurance and for obtaining separate insurance to cover all other property of such Townhome Residential Unit Owner, and to cover their personal liability, living expenses, and any other risks and matters not otherwise insured in accordance herewith. The Association shall not be liable for any gaps in insurance coverage between the Association Townhome Residential Building Insurance and insurance obtained by the Townhome Residential Unit Owner.

C. Disclaimer. All Townhome Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, Institutional Lenders and other affected persons and/or entities are hereby advised that over time, due to the age of the Townhome Residential Unit Insured Property and nature of its construction, it may not be economically feasible or otherwise possible to insure the Townhome Residential Unit Insured Property for its full replacement value as a result of the aforesaid factors or the applicability of changes in zoning or building codes. Neither Declarant nor the Association (nor any of their respective members, committee members, managers, stockholders, officers, directors, employees, representatives, agents, affiliates, attorneys and partners and their respective successors and assigns [hereinafter "Representatives"]), shall be liable to any party whatsoever in the event of a casualty loss to any Townhome Residential Unit Insured Property which exceeds the coverage afforded by reasonably available insurance. In the event the Board, in its sole discretion, elects to discontinue maintaining the Association Townhome Residential Building Insurance, or the type of coverage provided for in Section 10.03A is not available or is cost-prohibitive, then the Association shall give each Owner of a Townhome Residential Unit insured under the Association Townhome Residential Building Insurance sixty (60) days written notice that the Association Townhome Residential Building Insurance shall be canceled or shall not be renewed. On or before the sixtieth (60th) day after such notice is given, each such Owner shall obtain and maintain, at its sole cost and expense, a homeowner's insurance policy covering all of the items set forth herein to be covered by the Association Townhome Residential Building Insurance, such policy to be effective on or before the cancellation or expiration

date of the Association Townhome Residential Building Insurance. If the Association discontinues providing the Association Townhome Residential Building Insurance as aforesaid, then the Board, in its sole discretion, shall determine a reasonable method of redistributing or reallocating any Townhome Residential Unit-Unit Deductible Reserves.

In the event that an Owner of a Townhome Residential Unit or Townhome Lot fails to obtain any insurance coverages required under this Section 10.03C or under Section 10.03B above, or if such Owner permits its insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess all costs thereof, plus interest at the highest rate allowable under law, to the Owner and the Owner's Townhome Lot as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. In the absence of sufficient property insurance on any Townhome Lot or Townhome Residential Unit (where the Association has not purchased the coverage), the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of the Owner's Townhome Lot and Townhome Residential Unit, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether such repairs are the responsibility of the Association or the Owner, and assess all costs, plus interest at the highest rate allowable under law, to the Owner and the Owner's Townhome Lot as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments.

D. Claims and Damage. In the event of a casualty loss, the Association shall be entitled to file a claim on the Association Townhome Residential Building Insurance policy for the cost of any repair or reconstruction to the Townhome Residential Unit Insured Property which is the Association's responsibility, and the deductible therefor shall be paid in accordance with the provisions of this Section 10.03. Repair and reconstruction of any damaged Townhome Residential Building for which a claim is paid shall be performed using materials of like kind and quality as that of the initial improvements, subject to their availability and the then-current building codes and other Laws governing construction. Each Owner of an affected Townhome Residential Unit shall be responsible for repair or replacement, and the costs thereof, of all portions of the improvements constructed on its Townhome Residential Unit which are not covered by the Association Townhome Residential Building Insurance.

E. General Requirements of Association Townhome Residential Building Insurance.

(a) The insurance policies for the Association Townhome Residential Building Insurance shall be purchased by the Association and shall be written with a company licensed to do business in Florida which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

(b) The named insured shall be the Association, individually, and as agent for Owners of the Townhome Residential Units covered by the policy, without naming them. The Townhome Residential Unit Owners shall be deemed additional insureds;

(c) All policies shall provide that payments for losses made by the insurer shall be paid to the Association or the Townhome Residential Unit Insurance Trustee (if appointed) and all policies and endorsements thereto shall be deposited with the Association or the Townhome Residential Unit Insurance Trustee (if appointed);

(d) One copy of each Association Townhome Residential Building Insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Owner of a Townhome Residential Unit and lender holding a mortgage lien on a Townhome Lot or Townhome Residential Unit covered by the policy;

(e) When appropriate and obtainable, the Association Townhome Residential Building Insurance policies shall waive the insurer's right to: (i) subrogation against the Association and against the Townhome Residential Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid or reduce liability for a loss that is caused by an act or omission of Declarant or the Association (or any of their respective Representatives), one (1) or more Townhome Residential Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Townhome Residential Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Townhome Residential Unit Owner has other insurance that covers the same loss;

(f) Each Association Townhome Residential Building Insurance policy shall, if required by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration), Federal National Mortgage Association and/or Government National Mortgage Association, have the following endorsements, if applicable and if available: (i) agreed amount; (ii) inflation guard, and (iii) machinery and equipment breakdown coverage, providing at least \$50,000.00 coverage for each accident at each location;

(g) Each Association Townhome Residential Building Insurance policy shall provide that such policy may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board may (or if required by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration), Federal National Mortgage Association and/or Government National Mortgage Association, shall) obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Townhome Residential Unit Insured Property, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section I 0.03E(g);

(h) Premiums for each Association Townhome Residential Building Insurance policy shall be paid by the Owners as part of their townhome assessment;

(i) All Association Townhome Residential Building Insurance policies obtained by or on behalf of the Townhome Residential Unit Owners shall be for the benefit of the Association, such Townhome Residential Unit Owners and their Institutional Lenders, as their respective interests may

appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a trustee (if appointed) as provided below, and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida (the "Townhome Residential Unit Insurance Trustee"). The Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Townhome Residential Unit Owners affected by such casualty and their respective Institutional Lenders in the following shares, but shares need not be set forth on the records of the Townhome Residential Unit Insurance Trustee:

(1) Proceeds on account of damage to Townhome Residential Buildings shall be held for the benefit of Owners of Townhome Residential Units in such Townhome Residential Buildings in proportion to the cost of repairing the damage suffered by each such affected Owner to the extent such costs of repairs for a Townhome Residential Unit exceeds the applicable Townhome Residential Unit-Unit Deductible, which cost and allocation shall be determined by the Association.

(2) No Institutional Lender shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Institutional Lender shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Townhome Residential Unit Owner and Institutional Lender pursuant to the provisions of the Declaration as amended hereby.

F. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be distributed to or for the benefit of the affected Townhome Residential Unit Owners in the following manner:

(a) All expenses of the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be first paid or provision shall be made therefor.

(b) If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the affected Townhome Residential Unit Owners thereof, remittances to Townhome Residential Unit Owners and their Institutional Lenders being payable jointly to them.

(c) If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated equally among the affected Townhome Residential Unit Owners, but only after being distributed first to all Institutional Lenders on all mortgages and liens on such Owners' Townhome Residential Units in the order of priority of such mortgages and liens sufficient to pay off their mortgages, and then, after being utilized to demolish and remove any uninhabitable portions of the Townhome Residential Building and restoring the land in a manner reasonably determined by the

Association (hereinafter the "Townhome Residential Unit Demolition and Cleanup Expenses"), the balance, if any, to the affected Townhome Residential Unit Owners.

(d) In making distributions to Townhome Residential Unit Owners and their Institutional Lenders, the Association or the Townhome Residential Unit Insurance Trustee (if appointed) may rely upon a certificate of the Association made by the President and Secretary as to the names of the Townhome Residential Unit Owners and their Institutional Lenders and their respective shares of the distribution.

G. General.

(a) The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Townhome Residential Unit Owner and for each holder of a mortgage or other lien upon a Townhome Residential Unit to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(b) Certain provisions in this Section 10.03G are for the benefit of Institutional Lenders of Townhome Residential Units and may be enforced by such Institutional Lenders.

(c) The Association shall have the option in its discretion of appointing a Townhome Residential Unit Insurance Trustee hereunder. If the Association fails or elects not to appoint such Townhome Residential Unit Insurance Trustee, the Association shall perform directly all obligations imposed upon such Townhome Residential Unit Insurance Trustee by the Declaration. Fees and expenses of any Townhome Residential Unit Insurance Trustee are Limited Common Expenses.

(d) Subject to Section 10.03H below, in the event of damage to or destruction of the Townhome Residential Unit Insured Property as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the Townhome Residential Unit Insured Property and the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Prompt repair and restoration means that repairs and restoration are to begin not more than sixty (60) days from the date the Association or the Townhome Residential Unit Insurance Trustee (if appointed) notifies the Board and Townhome Residential Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Association or the Townhome Residential Unit Insurance Trustee (if appointed) notifies the Board and the Townhome Residential Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work.

(e) If the proceeds of the Association Townhome Residential Building Insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, individual assessments, which individual assessments shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments, shall be made against the affected Townhome Residential Unit Owner(s) in sufficient amounts to provide funds for the payment of such costs.

(f) Any repairs and restoration must be made substantially in accordance with the plans and specifications for the original Townhome Residential Unit Insured Property and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the ARB and then-applicable building and other codes.

H. Election not to Rebuild. If seventy-five percent (75%) or more of the insured value of the Townhome Residential Unit Insured Property of any Townhome Residential Building is substantially damaged or destroyed following such loss (or such higher percentage, if required by the terms of the Association Townhome Residential Building Insurance policy in order for the extent of the damage or destruction to be deemed a constructive total loss under the terms of the Association Townhome Residential Building Insurance policy, so as to obligate such insurer to pay the full amount covered by such insurance policy), and if Townhome Residential Unit Owners owning an equivalent or greater percentage (or such lesser or greater amount as may be required by Law) of the Townhome Residential Units in such Townhome Residential Building consent not to proceed with the repair or restoration thereof, the Townhome Residential Unit Insured Property will not be repaired, in which event, the net proceeds of insurance resulting from such damage or destruction, after disbursements for Townhome Residential Unit Demolition and Cleanup Expenses, shall be divided among all the Townhome Residential Unit Owners in proportion to the damage suffered by each such affected Townhome Residential Unit Owner, as determined in the discretion of the Board; provided, however, that no payment shall be made to a Townhome Residential Unit Owner until there has first been paid off out of his or her share of such fund, all mortgages and liens on his Townhome Residential Unit in the order of priority of such mortgages and liens. The Association or the Townhome Residential Unit Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

I. Deductibles. Deductibles for fire, casualty or other losses covered by the Association Townhome Residential Building Insurance (or the cost of repairs not exceeding the deductibles) shall be payable as follows:

(a) Each affected Townhome Residential Unit Owner shall be responsible for payment of its Townhome Residential Unit-Unit Damage Allocation.

(b) If the sum of the Townhome Residential Unit-Unit Damage Allocations with respect to a claim for a Townhome Residential Building is less than the lesser of: (i) the actual cost to repair the damage to such Townhome Residential Building, or (ii) the Townhome Residential Unit Building Deductible, the difference shall be paid from the Townhome Residential Unit-Unit Deductible Reserve to the extent such funds are available. If there are not adequate funds available in the Townhome Residential Unit-Unit Deductible Reserve the shortfall shall be collected through individual assessments which shall be equally levied against all Townhome Residential Units in such Townhome Residential Building.

(c) The Association may determine a reasonable method for allocating among the affected Townhome Residential Units in a Townhome Residential Building the costs of repairing damages to Townhome Residential Unit Shared Elements, which method may include, but not be limited to, dividing such costs equally among the affected Townhome Residential Units in such Townhome Residential Building.

(d) The Association may, but shall not be required to establish a Townhome Residential Unit-Unit Deductible Reserve for each Townhome Residential Building which is to be funded through townhome assessments. The amount set aside for the Townhome Residential Unit-Unit Deductible Reserve in each Townhome Residential Building shall be at the discretion of the Association.

Section 10.04 **Association Insurance.**

A. The insurance coverages to be obtained pursuant to this Section I 0.04 shall be in addition to and not in limitation of the Association Townhome Residential Building Insurance. The Board shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. 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. In addition to the foregoing, the Association shall be obligated to obtain directors' and officers' liability insurance for the directors and officers of the Association.

Insurance obtained by the Association on any portion of the Property shall at a minimum comply with the applicable provisions of this Section 10.04, including the provisions of this Section applicable to policy terms, loss adjustment and all other subjects to which this Section applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area and the Association for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least One Million Dollars (\$1,000,000.00) of coverage for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, Five Million Dollars (\$5,000,000.00) of umbrella liability coverage.

Premiums for all insurance obtained by the Association shall be Limited Common Expenses of the Association and shall be included in the annual assessment. 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 Section (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 which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Association and mortgagees providing construction financing on the Common Area, if any.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property 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 Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) The Association's Board shall be required to 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 Association's Board, its manager, Declarant, 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 manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, 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, 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, flood insurance, if required, and any and all other insurance required by law or determined to be reasonably necessary and/or desirable by the Board. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Townhome Residential Units, 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.

B. Damage and Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance purchased by or 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 shall 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 Section, means repairing or restoring the Property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(a) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least two-thirds (2/3) of the members of the Board 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 Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

(b) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected portion of the Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the standards of the Property.

C. Disbursement of Proceeds. If the damage or destruction to the Common Area, 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 Area 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 mortgagee of any portion of the Property and may be enforced by such mortgagee.

D. Repair and Reconstruction. If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a special assessment against the Owners of Residential Units. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 10.05

Common Roofs.

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Common Roof shall be shared equally by the Owners of the applicable Townhome Residential Building who make use of the Common Roof and shall be a lien against their respective Townhome Lots as provided hereafter.

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Common Roof is destroyed or damaged or requires structural repair, the Association shall have the right (but not the obligation) to either restore, repair or replace said Common Roof, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Common Roof shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on the property of any Owner sharing a Common Roof during normal working hours and after reasonable notice, to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Common Roof shall have the right to enter the Townhome Residential Unit of another Owner sharing that Common Roof, without notice, to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.05 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association.

D. Easement for Repair, Maintenance and Replacement of Common Roof. Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner making use of a Common Roof a nonexclusive easement and right of ingress and egress in, under, over and across any Townhome Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Common Roof.

Section 10.06 Party Walls.

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply concerning a Party Wall.

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the wall and shall be a lien against their respective Townhome Lots as provided hereafter.

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Party Wall is destroyed or damaged or requires structural repair, the Association shall have the right (but not the obligation) to either restore, repair or replace said Party Wall, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Party Wall shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on the property of any Owner sharing a Party Wall during normal working hours and after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Party Wall shall have the right to enter the Townhome Residential Unit of another Owner sharing that Party Wall, without notice, to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.06 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association.

D. Weatherproofing. Notwithstanding any other provision of this Section 10.06, any Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner sharing a Party Wall a nonexclusive easement and right of ingress and egress in, under, over and across any Townhome Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing any Party Wall.

F. Additional Maintenance and Services. The Association may provide such additional services and maintenance with respect to Townhome Residential Buildings and Townhome Residential Units as the Association, in the reasonable discretion of the Board of Directors, deems necessary or desirable in order to address maintenance, repair, appearance, or other issues specific to Townhome Residential Buildings or Townhome Residential Units. Declarant hereby grants to the Association a nonexclusive easement and right of ingress and egress in, under, over and across any Townhome Lot and the improvements located thereon as may be reasonably necessary for the purpose of performing any Townhome Residential Building Maintenance.

Section 10.07 **Party Sidewalks.**

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage or personal injury due to negligence or willful acts or omissions shall apply concerning a Party Sidewalk.

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Party Sidewalk shall be shared equally by the Owners who make use of the sidewalk and shall be a lien against their respective Lots as provided hereafter.

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Party Sidewalk is destroyed or damaged or requires structural repair, the Association shall have the right (but not the obligation) to either restore, repair or replace said Party Sidewalk, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Party Sidewalk shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on that portion of the property of any Owner sharing a Party Sidewalk, during normal working hours and after reasonable notice, as is reasonably required to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Party Sidewalk shall have the right to enter that portion of a Townhome Lot of another Owner sharing that Party Sidewalk, without notice, as is reasonably required to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.07 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association.

D. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner sharing a Party Sidewalk a nonexclusive easement and right of ingress and egress in, under, over and across that portion of any Townhome Lot and the improvements located thereon as is reasonably required for the purpose of repairing, maintaining and replacing any Party Sidewalk.

ARTICLE 11 - CONDEMNATION

Any conveyance of Common Area in lieu of and under threat of condemnation must be approved by (i) the Board acting on the authorization of at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. 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 Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property which may become subject to this Declaration, and at least two-thirds (2/3) of the members of the Board shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area 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 10 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 Area, 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 12 - DISTRICT REQUIREMENTS

The provisions of this Article are included for purposes of complying with various requirements of the District. The provisions of this Article are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Article and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article will prevail. Furthermore, if so required by the District or the County, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 12.01 **Surface Water Management System.**

A. The Declarant, its successors or assigns, has caused or will cause the Surface Water Management System to be constructed within the Property and, to the extent required, on adjacent property. The Surface Water Management System is part of the overall drainage plan for the Property encumbered by this Declaration. If, as of the date of this Declaration, a Municipal Services Benefit Unit ("MSBU") has not been approved and established by the County for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System, the Association shall be responsible for such functions. However, if and when such an MSBU is created, the County shall be responsible for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair, reconstruction or replacement of the Surface Water Management System shall be as permitted, or if modified, as approved by the District. The Association or the County, as applicable, shall have unobstructed ingress to and egress from all portions of the Surface Water Management System at all reasonable times to maintain said drainage improvements in a manner consistent with its responsibilities as provided herein and any rules and regulations promulgated by the Association under authority thereof. No Owner shall cause or permit any interference with such access and maintenance.

B. Unless and until an MSBU is created for such purpose, the Association shall maintain all portions of the Surface Water Management System which have not been conveyed to the County, and the Association shall have the right (but not the obligation) to perform enhanced maintenance, if it so desires, of any portions of the Surface Water Management System which have been conveyed to the County. The Declarant hereby grants to the Association a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across any portions of the Surface Water Management System for such enhanced maintenance. The Association shall exist in perpetuity. However, if the obligation

for the maintenance (but excluding the right to perform enhanced maintenance), operation and repair, and if necessary, reconstruction or replacement of any portion of the Surface Water Management System is vested in the Association and the Association is subsequently dissolved without an MSBU being established for maintenance of such portions of the Surface Water Management System, the Surface Water Management System shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), who has the powers listed in section 12.3.4(b)l. through 8., the covenants and restrictions required in section 12.3.4(c)l. through 9., and the ability to accept responsibility for the operation and maintenance of the SWMS described in section 12.3.4(d)l. or 2., all of the District's Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental). In addition to and not in place of the preceding sentence, in the event of dissolution of the Association other than incident to a merger or consolidation, then any Member, affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association, including, without limitation, management of the Common Areas, as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

C. The Surface Water Management System, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Property of the Association and shall be owned and operated by the Association unless and until an MSBU has been created for such purpose, in which event such Surface Water Management System shall be owned and operated by the County, through the MSBU. The applicable entity, either the Association (unless and until an MSBU is created) or the County (at such time as an MSBU is created), shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting assessments for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the system. In the event the Surface Water Management System is operated and maintained by the Association, the expenses therefor shall constitute Common Expenses of the Association included in the annual assessments set forth in Section 6.03 hereof. Additionally, to the extent that any Owner takes any action that requires the Association to repair or replace any portion of the Surface Water Management System, the cost of such repair or replacement actions shall be assessed as an individual assessment against and become a debt of the said Owner and shall become immediately due and payable as provided for in Section 6.07 hereof, but shall not be considered part of the annual maintenance assessment or charge. Any repair or reconstruction of the Surface Water Management System shall be as provided in the District Permit or, if modified, as approved, in writing, by the District. Notwithstanding the foregoing, no person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

D. The Declarant may have constructed drainage swales or berms upon some or all of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon any such Lot(s) from time to time. Notwithstanding any provision of this Declaration to the contrary, each Lot Owner, including builders of Residential Units, shall be responsible for the maintenance,

operation and repair of the swales on its Lot, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale or berm shall be authorized and any damage to any drainage swale or berm, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale or berm returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale or berm is located. Should any Owner fail to sufficiently maintain such swale or berm, the Association shall have the authority to maintain the same and the cost of such maintenance shall be assessed as an individual assessment against and become a debt of the said Owner and shall become immediately due and payable as provided for in Section 6.07 hereof. No Owner shall utilize, in any way, any of the drainage improvements within the Property or incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarant, the Association and the ARB.

E. Unless and until an MSBU is created for maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System, the County shall have an emergency access easement to and over the Surface Water Management System within the Property in the event that inadequate maintenance thereof creates a hazard to the public health, safety, and general welfare. However, this emergency access easement does not impose any obligation, burden, responsibility or liability upon the County to enter upon the Surface Water Management System within the Property to take any action to repair or maintain the Surface Water Management System unless the same is dedicated to the County and the County assumes the responsibility to take such action or maintenance.

F. The Association shall execute and deliver any documentation required by the District or the County for the Association to accept ownership and maintenance responsibility for all or any portion of the Surface Water Management System at the time the Surface Water Management System is certified as complete and operational and to effectuate the provisions of this Section 12.01.

Section 12.02 **Powers of the Association.** The Association shall have all the powers set forth in Chapter 617 of the Florida Statutes.

Section 12.03 **Association Membership.** All Owners of Lots within the Property are Members of the Association.

Section 12.04 **Association Existence.** Existence of the Association shall commence with the filing of the Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

Section 12.05 **Amendments.** Any amendment proposed to this Declaration and the Association governing documents which would affect the Surface Water Management System, conservation, mitigation or preservation areas or water management portions of the Common Area will be submitted to the District for approval or for a determination of whether the amendment necessitates a modification of the District Permit. Any amendment affecting the Surface Water Management

System will not be finalized until any necessary District Permit modification is approved by the District or the Association is advised that a modification is not necessary.

Section 12.06 **Duration.** All rules and regulations pertaining to the Surface Water Management System within the Property shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.

Section 12.07 **Water Management District Permit.** The District Permit and its conditions is attached hereto as **Exhibit "B"**. In addition, the registered agent for the Association or the County (at such time, if any, as an MSBU is created) shall maintain copies of all further permitting actions relating thereto for the benefit of the Association or the County as may be applicable.

Section 12.08 **Enforcement by the District.** In the event the Surface Water Management System is operated and maintained by the Association, the District shall have the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System within the Property or in mitigation or conservation areas under the responsibility or control of the Association.

Section 12.09 **Wetlands and Mitigation Areas.** If the Common Property includes one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same or violate any conservation or preserve easement. Such areas are to be maintained by the Association in their natural state. If wetland mitigation or monitoring is required, the Association shall be responsible to carry out this obligation. It shall be the Association's responsibility to complete the task successfully, including meeting all District Permit or other permit conditions associated with wetland mitigation, maintenance and monitoring.

Section 12.10 **Additional Property.** The Association or the Declarant have the power to accept into the Association additional properties that will utilize the same Surface Water Management System within the Property, as more particularly described in Article 2 hereof.

ARTICLE 13 - GENERAL PROVISIONS

Section 13.01 **Amendments by Members.** Other than as set forth in this Section 13.01 below, and other than as otherwise specifically set forth in this Declaration, this Declaration may be amended at any duly noticed meeting of the Association provided that at least two-thirds (2/3) of the total Class A Members and the Class B Member(s) vote in favor of the proposed amendment. Notice to the Members shall be given at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment and the effective date of the amendment. Such amendment shall be recorded in the public records of the County. Notwithstanding anything above to the contrary, as long as Declarant owns any interest in any portion of the Property, any amendment which affects rights granted to Declarant hereunder shall require Declarant's consent, which consent may be granted or withheld in Declarant's sole and absolute discretion.

Section 13.02 **Amendments by Declarant.** In addition to any other amendment rights granted to Declarant elsewhere herein, prior to Turnover as described in Article 9 herein, Declarant may amend this Declaration, at any time and from time to time, as to all or any portion of the Property unilaterally and without the consent of the Board, any Owner or other person claiming an interest in the Property by, through or under any Owner in the following situations: if such amendment is necessary to bring any provision of this Declaration into compliance with any applicable law;

B. if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property;

C. if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans to enable such party to make, purchase or guaranty mortgage loans encumbering any portion of the Property;

D. if such amendment is necessary for the purpose of curing any error, ambiguity in or inconsistency between or among the provisions contained herein;

E. if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member.

Notwithstanding anything in Section 13.01 and Section 13.02 to the contrary, no provision of this Declaration may be amended in a manner that materially adversely affects the interest of Fifth Third Bank National Association, in its capacity as Administrative Agent for its benefit and the ratable benefit of the "Lenders" under that certain Restated Credit Agreement among Park Square Enterprises, LLC, a Delaware limited liability company, Administrative Agent and Lenders dated as of September 26, 2016, as amended by First Amendment to Restated Credit Agreement effectively dated November 3, 2017, Second Amendment to Restated Credit Agreement effectively dated June 6, 2018, Third Amendment to Restated Credit Agreement effectively dated September 5, 2018 and Fourth Amendment to Restated Credit Agreement effectively dated February 14, 2020, and the successors and assigns of its interests in that certain RESTATED MORTGAGE AND SECURITY AGREEMENT (INCLUDING ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING) recorded December 31, 2014 in Official Records Book 10855, Page 0320, as modified by that certain MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR FUTURE ADVANCE recorded September 29, 2016 in Instrument Number 20160512177, as further modified by that certain SPREADER AND MODIFICATION AGREEMENT recorded December 27, 2016 in Instrument Number 20160667219, as further modified by 2018 MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR FUTURE ADVANCE recorded September 7, 2018 in Instrument Number 20180532729, as further modified by Assignment of Notes and Mortgage, Mortgage Spreader and Modification and Partial Release Agreement recorded February 27, 2020 in Document Number 20200128126, as further modified by 2020 Mortgage Consolidation and Modification Agreement recorded February 27, 2020 in Document Number 20200128127, and as further modified by that certain SPREADER AND MODIFICATION AGREEMENT recorded June 17, 2021 in Document Number 20210362278, all of the Public Records of Orange County, Florida, in said mortgage, without its written consent.

Section 13.03 **Declarant's Rights.** Prior to Turnover, Declarant reserves and shall have the sole and exclusive right:

A. To amend, modify or grant exceptions or variances from any of the use restrictions set forth herein without notice to or approval by other Owners or mortgagees.

B. Notwithstanding anything contained herein to the contrary in this Declaration, the Articles or Bylaws, Declarant shall be entitled to use any unsold Lot as an aid in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Property construction trailers, sales trailers and signs advertising the sale of Lots. Declarant shall further have the right to transact on the Property any business to consummate the sale of Lots. All sales office and model furniture shall not be considered Association property but shall remain the property of Declarant.

C. Declarant, for itself, its successors, assigns and the Association, hereby reserves a perpetual, non-exclusive easement, on, over, and under the Property, including all Lots and the Common Area, for the necessary, ordinary, and reasonable maintenance and upkeep of lawns, landscaping and structures on the Property.

Section 13.04 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 13.05 **Wild Animals.** The Property is located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto the Property, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Lot. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Property. Conduct that may attract wild creatures onto the Property, and that may be restricted or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild creatures, or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators or freezers in garages or on porches, decks or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) leaving birdfeeders out overnight; (iv) keeping bees; (v) not keeping garage doors closed in accordance with Section 8.01CC hereof; and (vi) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate rules and regulations which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto the Property. For purposes of illustration and not limitation of the foregoing sentence, the Board may promulgate rules and regulations mandating that Owners acquire, at their sole cost and expense, and use so called "Bear Resistant Trash Containers" for the disposition of food waste. Any such Bear Resistant Trash Containers shall be a type or types that are acceptable to the Association and that are capable of pick-up by any trash hauler(s) servicing the Property.

Section 13.06 **FHANA Approval.** Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined herein, (ii) dedication of Common Area, and (iii) amendment of this Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder or approval of the Association or any Owner or other party who may be affected.

Section 13.07 **Communication.** All communication from individual Lot Owners to Declarant, its successors or assigns, the Board or any officer of the Association shall be in writing in order to be deemed effective.

Section 13.08 **Conflicts.** In the event of a conflict between this Declaration and provisions of the Bylaws or the Articles, the terms of this Declaration shall control.

Section 13.09 **Assignment of Rights and Duties.** Any and all of the rights, powers and reservations of the Association and/or Declarant may be assigned to any person or entity which will assume the duties of the Association or Declarant, as the case may be, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such 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 Association or the Declarant. Further, the Association or the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may designate.

Section 13.10 **Special Exceptions and Variations.** Unless the written consent of the Association is first obtained, no Owner other than Declarant (which shall not be required to obtain the Association's consent) shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to any portion of the Property.

Section 13.11 **Municipal Service Benefit Units.** In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with local governmental authorities, may seek the formation of special purpose municipal service benefit units, municipal service taxing units or similar taxing districts ("MSBUs"). The MSBUs will have such responsibilities as are defined in their enabling resolutions, which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of the Surface Water Management System, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSBUs are formed, the Property will be subject to assessment for the cost of services performed within the MSBU, and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Property to effect the services contemplated. Each Owner by

acquiring lands within the Property agrees to pay each and every MSBU assessment and charges imposed upon the Owner's land in a timely manner, failing which such assessments and charges shall be a lien upon those lands, and the MSBU shall have the right to foreclose said lien pursuant to the MSBU's enabling resolution. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSBU.

Section 13.12 **Enforcement.** 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 Member or 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 these covenants; and failure by the Association or any Member, 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. In connection with the aforesaid enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to its reasonable attorney's fees and costs at all pre-trial, trial, appellate levels and post judgment levels. In addition to the foregoing, the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

Section 13.13 **Severability.** Should any covenant, condition or restriction herein contained, 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 13.14 **Interpretation.** The Declarant shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions pertaining to the rights and responsibilities of the Declarant arising in connection with this Declaration and to construe and interpret such provisions, and its good faith determination, construction or interpretation shall be final and binding. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all other questions arising in connection with this Declaration and to construe and interpret all other 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 tend toward the consummation of the general plan of improvements.

Section 13.15 **Authorized Action.** All actions which the Association is allowed to take under this Declaration shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws of the Association, unless the terms of this provide otherwise.

Section 13.16 **Termination of Declaration; Disposition of Common Property.** The Members of the Association may terminate this Declaration upon the affirmative vote of all outstanding votes of each membership class at a meeting of the Members duly called for such purpose. Such termination, however, shall not be effective until all applicable portions of the Common Property

owned by the Association, including Conservation Easement Areas (if any), are transferred to another not-for-profit corporation or appropriate public agency having similar purposes; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate. In the event of termination, dissolution or final liquidation of the Association, ownership of the portion of the Surface Water Management System owned by the Association and the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity in accordance with the rules and regulations of the District and any such transfer and acceptance must be approved in writing by the District prior to such termination, dissolution or liquidation.

Section 13.17 **Execution of Documents.** The development of the Property may require from time to time the execution of certain documents required by governmental authorities to facilitate the provisions thereof. To the extent that said documents require the joinder of Members or Owners, the Declarant, so long as it owns any portion of the Property, and thereafter the Association, by its duly authorized representative, as the agent or the attorney-in-fact for the Members and Owners, may execute, acknowledge and deliver such documents and the Members and Owners, by virtue of their acceptance of deeds to portions of the Property, irrevocably nominate, constitute and appoint the Declarant or the Association as the case may be, through its duly authorized representative, 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 shall recite that it is made pursuant to this Section.

Section 13.18 **Declarant's Consent or Approval.** Notwithstanding anything in this Declaration to the contrary, to the extent that any action hereunder requires Declarant's consent or approval, such consent or approval shall only be required so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, any action which is subject to Declarant's consent or approval shall no longer require such consent or approval.

Section 13.19 **Prohibited Actions.** Notwithstanding anything contained herein to the contrary, the Association will neither perform any act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 13.20 **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 13.21 **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.

Section 13.22 **Laws of Florida.** The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida.

Section 13.23 **Waivers, Exceptions and Variances by Declarant and Association.** Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Declaration, the Declarant specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Declarant shall have absolutely no obligation), upon a showing of good cause therefor, to: (a) grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the restrictions and other provisions specified in this Declaration where, in the reasonably exercised good faith judgment and discretion of the Declarant, the Declarant shall determine or decide that such deviation, violation or infraction is de minimus, minor, or insignificant, and (b) grant waivers of, exceptions to, or variances from, the restrictions and other provisions specified in this Declaration where special conditions and circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lots (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any restriction or provision to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that, in all cases, the Declarant, in the exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (i) the uniform plan of development for the Property, (ii) the architectural, ecological, environmental and aesthetic standards otherwise established for the Property or (iii) the objects and purposes of this Declaration as hereinabove enumerated. The Declarant shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (x) the expiration of a period of fifteen (15) years from the date of the recordation of this Declaration among the Public Records of the County, or (y) the sale by the Declarant or its successors or assigns in the ordinary course of business, and not in bulk, of all Lots which may be developed in the Property, whichever shall last occur. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the Declarant to grant waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by the Declarant to and thereafter vest in the Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot pursuant to the provisions of this Section, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot.

[Remainder of page intentionally left blank.]

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

Signed, sealed and delivered
in the presence of:
WITNESSES:

Amanda Whitney
Print Name: Amanda Whitney
Judith Combs
Print Name: Judith Combs

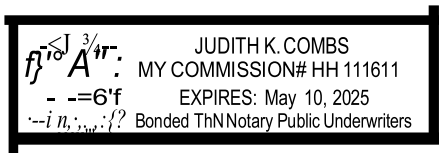
PARK SQUARE ENTERPRISES, LLC, a
Delaware limited liability company

By: [Signature]
Name: SURESH GUPTA
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [physical presence or [online virtualization this 1 day of NOVEMBER, 2021 by Suresh Gupta, as Manager of PARK SQUARE ENTERPRISE, LLC, a Delaware limited liability company, on behalf of the company. He [is] personally known to me or [] has produced a driver's license as identification.

(NOTARY SEAL)



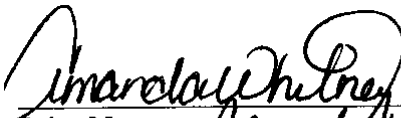
[Signature]
NOTARY SIGNATURE

Suresh Gupta (or) lbs
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: HH 111611
My Commission Expires: May 10, 2025

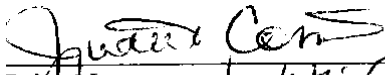
JOINDER OF ASSOCIATION

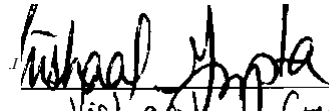
The undersigned, **MEZZANO HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association") does hereby join in this DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MEZZANO (this "Declaration"), to which this Joinder of Association is attached, and agrees and acknowledges that the terms and provisions thereof are and shall be binding upon the undersigned and its successors in title.

Signed, sealed and delivered in the presence of: **"ASSOCIATION"**


Print Name: Amanda Whitney

MEZZANO HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-profit
corporation


Print Name: Judith Combs

By: 
Print Name: Vishal Gupta
Title: _____ President

STATE OF FLORIDA
COUNTY OF QC(H"&"

The foregoing instrument was acknowledged before me by means of [physical presence or ☐ online notarization, this 1st day of 11 (11) LA-0JV, 208 by 1:She - (---:f...p#:, as _____ President of MEZZANO HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.-

Print Name LLtj.l ft- o.y-. ik...'
Title: Notary Public
Serial Number, if any: 3/4-1-..._..._..._...
My Commission Expires: -
(NOTARY SEAL)



JOINDER OF MORTGAGEE

The undersigned, **FIFTH THIRD BANK, NATIONAL ASSOCIATION** (formerly known as Fifth Third Bank) ("Mortgagee"), in its capacity as Administrative Agent ("Administrative Agent"), for its benefit and the ratable benefit of the "Lenders" under that certain Restated Credit Agreement among Park Square Enterprises, LLC, a Delaware limited liability company, Administrative Agent and Lenders dated as of September 26, 2016, as amended by First Amendment to Restated Credit Agreement effectively dated November 3, 2017, Second Amendment to Restated Credit Agreement effectively dated June 6, 2018, Third Amendment to Restated Credit Agreement effectively dated September 5, 2018 and Fourth Amendment to Restated Credit Agreement effectively dated February 14, 2020, its successors and/or assigns as their interests may appear (as amended the "Credit Agreement"), hereby consents to and subordinates to the foregoing Declaration of Covenants, Conditions, Easements and Restrictions for Mezzano and all of its covenants, conditions, easements, restrictions, terms and provisions, the lien created by that certain RESTATED MORTGAGE AND SECURITY AGREEMENT (INCLUDING ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING) recorded December 31, 2014 in Official Records Book 10855, Page 0320, as modified by that certain MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR FUTURE ADVANCE recorded September 29, 2016 in Instrument Number 20160512177, as further modified by that certain SPREADER AND MODIFICATION AGREEMENT recorded December 27, 2016 in Instrument Number 20160667219, as further modified by 2018 MORTGAGE MODIFICATION AGREEMENT AND RECEIPT FOR FUTURE ADVANCE recorded September 7, 2018 in Instrument Number 20180532729, as further modified by Assignment of Notes and Mortgage, Mortgage Spreader and Modification and Partial Release Agreement recorded February 27, 2020 in Document Number 20200128126, as further modified by 2020 Mortgage Consolidation and Modification Agreement recorded February 27, 2020 in Document Number 20200128127, and as further modified by that certain SPREADER AND MODIFICATION AGREEMENT recorded June 17, 2021 in Document Number 20210362278, all of the Public Records of Orange County, Florida.

Signed, sealed and delivered in the presence of:

WITNESSES:



Print Name: Carol S Portello

FIFTH THIRD BANK, NATIONAL ASSOCIATION, in its capacity as Mortgagee and as Administrative Agent for the Lenders pursuant to the Credit Agreement as more particularly defined herein

By:  _____

Name: JD 5rJ:77-/

Title: \$F.-J1 oil VJ Ct JI:>f/vT

Print NamehfM- £) :-\\...

(NOTARY ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE.)

STATE OF Q.,o., --'
COUNTY OF G.u.. <--e

The foregoing instrument was acknowledged before me by means of [f] physical presence or
[] online notarization, this 9th day of May, 2020, at Red m. k-h,
as sy p of FIFTH THIRD BANK, NATIONAL ASSOCIATION, in its capacity
as Mortgagee and as Administrative Agent for the Lenders pursuant to the Credit Agreement as more
particularly defined hereinabove, on behalf thereof. He/She is personally known to me or [] has
produced -----, ----- as identification.

E. C. Foster
Notary Public
State of Ohio
My Comm. Expires 12/31/2022
Notary Seal

Suzanne C. Foster
NOTARY SIGNATURE

Suzanne C. Foster
PRINTED NOTARY NAME

Notary Seal
State of Ohio

EXHIBIT "A"

LEGAL DESCRIPTION

[Ravenna Phase 5]

RAVENNA PHASE 5, as recorded in Plat Book 1_Qj, Pages 111g through 118, inclusive, of the Public Records of Orange County, Florida.

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 102, PAGES 104 THROUGH 107 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°04'09" EAST ALONG THE EAST LINE OF SAID HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C FOR A DISTANCE OF 1677.85 FEET TO THE NORTHEAST CORNER OF LOT 351 OF SAID HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C; THENCE DEPARTING SAID EAST LINE RUN SOUTH 90°00'00" EAST FOR A DISTANCE OF 424.99 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00°04'06" WEST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 2B, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 45 THROUGH 49 OF SAID PUBLIC RECORDS, THE WEST LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 1, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 85, PAGES 100 THROUGH 108 AND THE WEST LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 1B OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, PAGES 78 THROUGH 82, ALL OF SAID PUBLIC RECORDS FOR A DISTANCE OF 1675.94 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 89°44'32" WEST, ALONG SAID SOUTH LINE FOR A DISTANCE OF 425.02 FEET TO THE POINT OF BEGINNING.

CONTAINING: 712,682 SQUARE FEET OR 16.36 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH:

[Mezzano]

A TRACT OF LAND LYING IN SECTIONS 33 AND 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89° 43' 45" EAST FOR A DISTANCE OF 1321.88 FEET ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING;

THENCE RUN NORTH 89° 43' 45" EAST CONTINUING ALONG SAID NORTH LINE FOR A DISTANCE OF 1321.88 FEET BEING THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89° 34' 31" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 34 FOR A DISTANCE OF 661.63 FEET TO THE NORTHWEST CORNER OF RAVENNA PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 97 PAGES 102 THROUGH 108 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE WEST LINE OF SAID RAVENNA PHASE 1; THENCE SOUTH 00° 30' 58" EAST FOR A DISTANCE OF 16.24 FEET; THENCE SOUTH 40° 40' 52" WEST FOR A DISTANCE OF 50.66 FEET; THENCE SOUTH 43° 05' 08" EAST FOR A DISTANCE OF 56.33 FEET; THENCE SOUTH 00° 00' 32" EAST FOR A DISTANCE OF 1186.43 FEET; THENCE SOUTH 61° 15' 18" EAST FOR A DISTANCE OF 14.22 FEET TO A POINT OF THE NORTHERLY LINE OF RAVENNA PHASE 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104, PAGES 114 AND 115 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID NORTHERLY LINE AND ALONG THE WESTERLY LINE OF SAID RAVENNA PHASE 3; THENCE SOUTH 69° 31' 19" WEST FOR A DISTANCE OF 42.61 FEET; THENCE NORTH 59° 04' 00" WEST FOR A DISTANCE OF 148.70 FEET; THENCE NORTH 50° 17' 40" WEST FOR A DISTANCE OF 69.58 FEET; THENCE NORTH 38° 10' 20" WEST FOR A DISTANCE OF 165.26 FEET; THENCE NORTH 65° 14' 21" WEST FOR A DISTANCE OF 161.75 FEET; THENCE NORTH 61° 15' 39" WEST FOR A DISTANCE OF 107.38 FEET; THENCE NORTH 65° 52' 57" WEST FOR A DISTANCE OF 82.49 FEET; THENCE NORTH 74° 43' 42" WEST FOR A DISTANCE OF 96.57 FEET; THENCE

SOUTH 71° 18' 36" WEST FOR A DISTANCE OF 129.66 FEET; THENCE SOUTH 15° 43' 01" WEST FOR A DISTANCE OF 151.11 FEET; THENCE SOUTH 05° 38' 09" WEST FOR A DISTANCE OF 63.09 FEET; THENCE SOUTH 18° 23' 27" WEST FOR A DISTANCE OF 21.95 FEET; THENCE SOUTH 39° 24' 57" WEST FOR A DISTANCE OF 41.73 FEET; THENCE SOUTH 00° 10' 47" EAST FOR A DISTANCE OF 154.85 FEET TO THE SOUTHWEST CORNER OF SAID RAVENNA PHASE 3, ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 89° 49' 13" WEST ALONG SAID SOUTH LINE, ALSO BEING THE NORTH LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 45 THROUGH 49 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 1068.52 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 00° 04' 14" WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF MURCOTT BLOSSOM BOULEYARD ACCORDING TO SAID LAKEVIEW POINTE AT HORIZON WEST PHASE 2B; THENCE RUN SOUTH 89° 49' 13" WEST DEPARTING SAID WEST LINE FOR A DISTANCE OF 278.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 880.00 FEET, A CENTRAL ANGLE OF 07° 43' 58", A CHORD BEARING OF SOUTH 85° 57' 14" WEST, A CHORD DISTANCE OF 118.68 FEET AND AN ARC LENGTH OF 118.77 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 82° 05' 15" WEST FOR A DISTANCE OF 27.99 FEET TO THE SOUTHEAST CORNER OF MURCOTT BLOSSOM BOULEYARD SUMMERLAKE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 85, PAGES 1 THROUGH 7 OF SAID PUBLIC

RECORDS; THENCE RUN NORTH 00° 04' 09" EAST ALONG THE WEST LINE OF SAID SUMMERLAKE GROVES FOR A DISTANCE OF 131.77 FEET TO A POINT ON THE NORTHEAST CORNER THEREOF, SAID POINT LYING ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89° 49' 13" EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 18.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 1730 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 00° 01' 45" EAST FOR A DISTANCE OF 1293.92 FEET ALONG SAID WEST LINE, TO A POINT ON THE SOUTH RIGHT OF *WAY* LINE OF SCOTT ROAD, ACCORDING TO DEED BOOK 788 PAGE 526 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89° 43' 45" EAST ALONG SAID SOUTH RIGHT OF *WAY* LINE A DISTANCE OF 408.11 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN NORTH 00° 05' 54" EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID SCOTT ROAD A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

District Permit



South Florida Water Management District
Individual Environmental Resource Permit No. 48-02577-P
Date Issued: September 21, 2021

Permittee: Vineland Express LLC
5200 Vineland Road Suite 200
Orlando, FL 32811

Project: Village F Emerald (Phase 4)

Application No. 210602-6359

Location: Orange County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

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

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Melissa M. Roberts, P.E.
Administrator, Environmental Resource Bureau

**South Florida Water Management District
Individual Environmental Resource Permit No. 48-02577-P**

Date Issued:	September 21, 2021	Expiration Date:	September 21, 2026
Project Name:	Village F Emerald (Phase 4)		
Permittee:	Vineland Express LLC 5200 Vineland Road Suite 200 Orlando, FL 32811		
Operating Entity:	Ravenna Homeowners' Association, Inc. 215 Celebration Place, Suite 115 Celebration, FL 34747 Mezzano Homeowners' Association, Inc. 5200 Vineland Road Suite 200 Orlando, FL 32811		
Location:	Orange County		
Permit Acres:	165.70 acres		
Project Land Use:	Residential		
Special Drainage District:	NIA		
Water Body Classification:	CLASS III		
FDEP Water Body ID:	3170G3		
Conservation Easement to District:	Yes		
Sovereign Submerged Lands:	No		

Project Summary

This Environmental Resource Permit authorizes construction and operation of a stormwater management (SWM) system serving 61.88 acres of a residential development known as Village F Emerald. Construction of a multi-use residential project is proposed, consisting of single family lots, multi-family tracts, park tracts, a clubhouse, a future school site and the corresponding roadway system for access to the property. The storm water management system consists of wet detention ponds and dry retention swales for the required water quality treatment and attenuation prior to discharge into Sawgrass Lake. Basins B-10 (future school) and B-11 (future residential development) will require separate permit modifications at the time of construction. Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The site is located at the southeast corner of the intersection of Seidel Road and Summerlake Park Boulevard, east of S.R. 429 and the Orange County National Golf Course in western Orange County. Refer to Exhibit 1.0 for a location map. There are no permitted water management facilities within the project area. The site contains remnant orange groves, portions of Sawgrass Lake and Huckleberry Lake, wetland areas, upland areas and miscellaneous open space. For information on the wetlands and surface waters within the project area, please refer to the

Wetlands and Other Surface Waters section of this staff report.

Current Authorization (Application No. 210602-6359)

The proposed project is a major modification to the 16.55 acre Village F Emerald, Phase 4. Modifications include a reconfiguration of the proposed residential lots, roadways and open space and a reshaping of pond P-3B.

Permit Modification History

Application 180716-8 modified the work schedule due dates.

Background:

Village F Emerald Phases 1 - 4, Permit No. 48-02577-P, Application No. 160405-14 authorizes construction and operation of 61.88 acres of residential development with a SWM system consisting of wet detention ponds and dry retention swales before discharging to Sawgrass Lake. Design of the SWM system included an additional 50 percent of water quality treatment and nutrient analysis.

Village F Emerald Phase 5, Permit No. 48-104871-P, Application No. 210315-5605 authorizes construction of a 3.90 acre 12-lot single family subdivision, roadway, and infrastructure. Runoff from the northwestern lots are directed to a dry retention pond in the Highlands at Summerlake Groves development while runoff from the two northeastern lots are directed to a dry retention pond in the Windy Lakes development. Both of these ponds were designed to include water quality treatment and attenuation from their respective drainage areas.

The remainder of the 165.70 permit acres consists of surface waters and wetlands. Please refer to Wetlands and Other Surface Waters section of this permit.

Legal Issues

A conservation easement will be recorded over the wetlands and upland buffers within the project. Please refer to Exhibit 3.0.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the SWM system is the responsibility of the Ravenna Homeowners' Association, Inc. and the Mezzano Homeowners' Association, Inc. as indicated in the submitted governing documents (Refer to Exhibit 4.0 and 4.1). Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entities and recorded copies of their governing documents must be submitted in accordance with General Condition No. 7.

A draft Operation, Maintenance, and Repair Agreement between Ravenna Homeowners' Association, Inc. and the Mezzano Homeowners' Association, Inc. delineating operation and maintenance responsibilities of the shared SWM system was provided, please refer to Exhibit 4.2. A recorded copy of the agreement must be submitted upon certification acceptance and in conjunction with the request to transfer the permit to the perpetual operation and maintenance entities and in accordance with General Condition No. 7.

Engineering Evaluation:

Land Use

See Land Use Table.

Water Quality

Water quality treatment will be provided in 2.59 acres of wet detention ponds, Ponds 3A and 3B. The project provides 2.95 acre-feet of water quality volume, greater than the required 2.63 acre-feet of water quality treatment volume based on the greater of one inch over the basin area or 2.5 inches times the percent impervious coverage. Pursuant to Appendix E of Environmental Resource Permit Applicant's Handbook Volume II, the water quality treatment volume provided

includes an additional 50% treatment volume above the requirements in Section 4.2 of Volume II to provide reasonable assurance that the project will not have an adverse impact on the quality of the downstream receiving body. In addition to the required water quality treatment volume, the applicant provided site specific pollutant loading calculations to demonstrate that the SWM system reduces the post development loading of pollutants (specifically phosphorus) to levels less than the loadings generated under the pre-development condition. The pollutant loading calculations are based upon the removal characteristics associated with the system. The project also includes an Erosion Control Plan (Exhibit 2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Flood Plain/Compensating Storage

The required floodplain compensating storage is provided in Pond P-3A.

Road Design

As shown in the Water Quantity Data Table, minimum road center lines have been set at or above the calculated design storm flood elevation.

Finished Floors

As shown in the Water Quantity Data Table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Discharge

The project is consistent with the land use and site grading assumptions from the design of the master SWM system. Therefore, the SWM system has not been designed to limit discharge from the design event at a specified rate.

Certification, Operation, and Maintenance

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project. For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit. In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity. The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

Engineering Evaluation Tables:
Land Use

Basin	Land Type	Area (ac)	% of Total Basin
PHASE 4	Building Coverage	4.32	26.10
	Impervious	4.76	28.76
	Open Water	0.50	3.02
	Pervious	6.97	42.11
	Total:	16.55	100%

Basin	Elevation Type	Storm Event (Yr/Day)	Precipitation Depth (in)	Peak Stage (ft NAVD88)	Min. EL (ft NAVD88)
PHASE 4	Finished Floor	100Y3D	12.00	102.50	108.50
	Road Crown	10YR1D	7.50	101.50	105.60

Environmental Evaluation:

Wetlands and Other Surface Waters

The project area contains one wetland (W1) and two surface waters (W2 & W3). Wetland W1 is 0.56 acres and will be preserved. Surface waters W2 and W3 are 85.63 acres and 12.19 acres, respectively. The surface waters are lakes within the project site. Please see Exhibit 2, Master Site Plan, Sheet C1.04 for wetland and surface water locations. The wetland can be generally described as forested fringe around the lake borders. Additional wetland descriptions are located in the epermitting file.

No wetland or surface water impacts are proposed. All wetland and surface water areas will be preserved. A deed of conservation easement with riparian uses will be recorded and is included as Exhibit 3.

An upland buffer enhancement plan is proposed to maintain native vegetation and enhance wildlife habitat. Previous land uses has resulted in encroachment of ruderal vegetation and diminished habitat values. Approximately 1.37 acres of upland buffer will be restored with the plan. Details of the plan are provided in Exhibit 3.

Under Application 210602-6359, replanting of the restored upland buffer is required to address noncompliance with the original permit conditions. See Exhibit 3 for the corrective action plan.

Environmental Evaluation Tables: Summary

Wetlands and Other Surface Waters: 98.38 acres
 Direct Impacts: 0 acres
 Secondary impacts: 0 acres
 Net **UMAM** Functional Loss/ Gain: 0 units
 Total Onsite Mitigation Area: 98.38 acres
 Total Offsite Mitigation Area: 0 acres
 Mitigation Provided in Permit No.:

Village F

UMAM Mitigation and Preservation

JD	Acres	Action	Existing Community Description	UMAM Gain
W1	0.56	Preservation	Cabbage Palm Savannas	0.000
W2	85.63	Preservation	Lakes	0.000
W3	12.19	Preservation	Lakes	0.000
Total: 98.38				0.000

Related Concerns:

Water Use Permit Status

The applicant has indicated that Orange County Utilities will be used as a source for reclaim irrigation water for the project. The applicant has indicated that dewatering is required for construction of this project. Water Use application 160606-22 was issued concurrently for this project.

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

Water and Wastewater Service

Orange County Utilities

Historical/ Archeological Resources

No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places. This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (OHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the OHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by OHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the stormwater management system shall be the responsibility of the Ravenna Homeowners' Association, Inc. and the Mezzano Homeowners' Association, Inc. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entities with supporting documentation must be submitted in accordance with General Condition No. 7.
3. A recorded copy of the easement agreement between Ravenna Homeowners' Association, Inc. and Mezzano Homeowners' Association, Inc. must be provided to the District's Environmental Resource Compliance staff.
4. 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.
5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
6. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERC staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
7. A maintenance program shall be implemented in accordance with Exhibit No. 3.0 for the enhanced upland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Maintenance in perpetuity shall also insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic species shall not exceed 5% and nuisance plant species shall not exceed 10% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

8. A monitoring program for the upland buffer area shall be implemented in accordance with Exhibit No. 3.0. The monitoring program shall extend for a period of three years with annual reports submitted to District Environmental Resource Compliance staff. Success criteria for vegetative coverage for the mitigation areas are identified below: 1) 0% coverage of Category 1 exotic vegetation immediately following a maintenance activity; 2) Coverage of exotic species shall not exceed 5% and coverage of nuisance plant species shall not exceed 10% of total cover between maintenance activities; 3) 80% survival of planted specimens; 4) 80% coverage of planted specimens and/or desirable native species.
9. Prior to 31-March-2017, and prior to the commencement of construction, whichever occurs first, the permittee shall submit the following via ePermitting or to the Environmental Compliance staff at the local District office:
 - One certified copy of the recorded conservation easement document including exhibits. -A CD or DVD containing the easement data in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet.
 - A map depicting the Conservation Easement over the best available satellite or aerial imagery.
 - Form 1001 ERP REG: Title, Possession, and Lien Affidavit, fully executed by the owner and notarized. The easement must be free of mortgages, liens, easements or other encumbrances or interests in the easement which District staff states are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.
10. 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.
11. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measure shall be installed landward of the upland buffer zones around all protected wetlands and shall be properly "trenched" etc, in accordance with Exhibit No. 2.0. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the wetlands and upland buffer zones.
12. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 3.0. Any deviation from these time frames must be coordinated with the District's Environmental Resource Compliance staff, and may require a minor modification to this permit. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
13. An average 25' wide, minimum 15', buffer of undisturbed upland vegetation shall be maintained between the proposed development and existing wetlands.
14. Flood plain compensation storage for this phase of construction shall be constructed and operational prior to the placement of any fill between the average wet season water table

elevation and the 100 year flood elevation that would adversely affect the rights of others.

15. A monitoring program shall be implemented in accordance with Exhibit No. 3.0. The monitoring program shall extend for a period of 3 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 3 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.
16. Prior to commencement of construction, a Consumptive Use permit for dewatering shall be obtained or demonstration that the work qualifies for the permit by rule under Rule 40E-2.061, F.A.C. shall be provided.

Project Work Schedule for Permit No. 48-02577-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC7	09/21/2021	Submit Operation Transfer Request	Within 30 days of Certification	
GC999	08/01/2018	Certification (180716-8)	Within 30 days of Construction Completion	
SC 1	08/01/2018	Ravenna-Village F Baseline Monitoring Report (180716-8)	10/31/2018	12/21/2018
SC 1	08/01/2018	Ravenna-Village F First Annual Monitoring Report (180716-8)	10/31/2019	10/17/2019
SC 1	08/01/2018	Ravenna-Village F Second Annual Monitoring Report (180716-8)	10/31/2020	
SC 1	08/01/2018	Ravenna-Village F Third Annual Monitoring Report (180716-8)	10/31/2021	
SC 3	09/21/2021	Submit Recorded Easement Agreement	With Operation Transfer Request	
SC 11	02/07/2017	Buffer Planting Submit Recorded Conservation Easement (160405-14)	03/31/2017	04/25/2017

GC = General Condition

SC= Special Condition

Distribution List

Adam Smith, VHB

Ann Schwartz, VHB

Roy Hughes, Ravenna Homeowners' Association, Inc.

Mezzano Homeowners' Association, Inc.

Div of Recreation and Park - District 3

Orange County Engineer

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 210602-6359 .

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 SWM Plans

Exhibit No. 2.1 Basin Map

Exhibit No. 3.0 Environmental Information

Exhibit No. 4.0 Declaration of Covenants- Mezzano (Draft)

Exhibit No. 4.1 Declaration of Covenants- Ravenna (Recorded)

Exhibit No. 4.2 Operation Agreement (Draft)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply:

(1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

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

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

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

FILING INSTRUCTIONS

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

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

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

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

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

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

EXHIBIT "C"

Articles of Incorporation of Association

ARTICLES OF INCORPORATION
OF
MEZZANO HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, a resident of the State of Florida, and of full age, this day executed these Articles of Incorporation ("Articles") for the purpose of forming a corporation not-for-profit, and does hereby certify:

ARTICLE 1
NAME OF CORPORATION

The name of the corporation is MEZZANO HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereafter called the "Association").

ARTICLE 2
PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 5200 Vineland Road, Suite 200, Orlando, Florida 32811.

ARTICLE 3
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 and Vishaal Gupta is hereby appointed the initial registered agent of this Association at that address. The registered agent shall maintain copies of all permits for the benefit of the Association.

ARTICLE 4
DEFINITIONS

All terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Mezzano, as the same may be amended and supplemented from time to time ("Declaration"), unless these Articles of Incorporation specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 5
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, operation preservation, and architectural control of the Open Space, Common Property, recreation areas, private roads and sidewalks (if any) within the Property and all street lights and landscaping on and around such private roads, and to promote the health, safety and welfare of the residents of the Property for the following purposes:

A. Exercise all of the powers and privileges and to perform all of the rights, duties and obligations of the Association as set forth in the Declaration applicable to the Property and recorded

among the Public Records of the County, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means all charges or assessments, including, without limitation, that portion of the assessments which shall be used for the maintenance and repair of the Stormwater Management System and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements, pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including, without limitation, the costs of maintenance and operation of the Stormwater Management System, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association, if any;

C. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property of the Association, if any, in connection with the affairs of the Association;

D. Borrow money, and with the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), the power and authority to mortgage the property of the Association, if any, and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions;

E. Pledge Association revenues as security for the performance of any obligation to any governmental agency or authority;

F. Dedicate, sell or transfer all or any part of the Common Property, if any, to any governmental unit, public utility, or private party approved by at least two-thirds (2/3) of the Board and (to the extent Declarant still owns any portion of the Property) Declarant;

G. Operate and maintain the Common Property in accordance with the Declaration;

H. Have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act by law may now or hereafter have or exercise, including, without limitation, the right to sue and be sued;

I. Appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

J. Operate, maintain and manage the Surface Water Management System in a manner consistent with the requirements of the District Permit and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein;

K. Demonstrate that the portions of the Property on which the Surface Water Management System is located are owned or otherwise controlled by the Association to the extent necessary to operate and maintain the Surface Water Management System or convey operation and maintenance responsibility to another entity; and

L. Have and exercise any and all powers, rights and privileges set forth under the Declaration and the Bylaws.

ARTICLE 6 **MEMBERSHIP**

Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

ARTICLE 7 **VOTING RIGHTS**

The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When any Lot 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 qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of the individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such common ownership, if the Owners fail to designate their voting 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 Owners of such Lot. Upon such notification the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred.

ARTICLE 8 **BOARD OF DIRECTORS**

Section 8.1 Number. Until Turnover, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. Notwithstanding the preceding sentence, pursuant to Section 720.307(2), Florida Statutes, Owners other than the Declarant are entitled to elect one (1) member of the Board, in addition to those appointed by the Declarant, when fifty percent (50%) of all the Lots ultimately planned for the Property are conveyed to Owners other than the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one (1) member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to these Articles and the Bylaws, provided there shall never be less than three (3) Directors. All affairs of the

Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 8.2 Term. Directors shall be appointed to serve for three (3) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one (1) member of the Board may serve as a Director.

Section 8.3 Initial Directors. The names and addresses of the person who are appointed by Declarant to act in the capacity of Directors are:

Chuck Cavaretta	5200 Vineland Road; Suite 200 Orlando, FL 32811
Amanda Whitney	5200 Vineland Road; Suite 200 Orlando, FL 32811
Daniel Arnette	5200 Vineland Road; Suite 200 Orlando, FL 32811

ARTICLE9 **DISSOLUTION**

The Association may only be dissolved upon termination of the Declaration as set forth therein. Upon such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, including, but not limited to the Common Property, if any, shall be transferred to another not-for-profit corporation or appropriate public agency having similar purposes; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Section 12.3 of the Environmental Resource Permit Applicant's Handbook Volume I, and be approved by the Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 10 **DURATION**

The Association shall exist perpetually.

ARTICLE 11
INCORPORATOR

The name and address of the incorporator is as follows:

VISHAAL GUPTA	5200 Vineland Road; Suite 200 Orlando, FL 32811
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ARTICLE 12
AMENDMENTS

Prior to Turnover, amendment of these Articles of Incorporation shall require the assent of two-thirds (2/3) of the Board of Directors. Following Turnover, these Articles of Incorporation shall be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE 13
FHA/VA APPROVAL

Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined in the Declaration, (ii) dedication of Common Area, and (iii) amendment of the Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to the Declaration, then Declarant shall have the right to so modify the Declaration without the necessity of joinder or approval of the Board or any Owner or other party who may be affected.

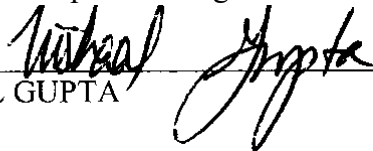
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this day of January, 2022



VISHAAL GUPTA

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process on Mezzano Homeowners' Association, Inc. within the State of Florida, at the place designated in ARTICLE 3 of the foregoing Articles of Incorporation, accepts the appointment as registered agent for Mezzano Homeowners' Association, Inc. and is familiar with and accepts the obligations of this position.

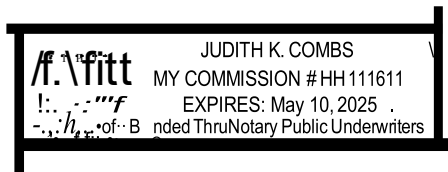


 VISHAAL GUPTA

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [physical presence]
☐ online notarization, this July 2 day of July, 2022 by VISHAAL GUPTA. He is personally known to me or D has produced _____ as identification.

(NOTARY SEAL)





 NyPublic Signature

Judith K. Combs

 (Name typed, printed or stamped)

EXHIBIT "D"

Bylaws of Association

BYLAWS
OF
MEZZANO
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

The name of the corporation is MEZZANO HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 5200 Vineland Road, Suite 200, Orlando, Florida 32811, but meetings of the Board of Directors of the Association may be held at such other places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE 2
DEFINITIONS

All terms used in these Bylaws shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Mezzano, as the same may be amended and supplemented from time to time (the "Declaration"), unless these Bylaws specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 3
MEETING OF MEMBERS

Section 3.1 **Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 P.M. or on such other day and at such other time and place as the Board may determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President of the Association, by a majority of the Board of Directors, or upon written request of the Members that are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3.3 **Notice and Quorum.** Notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members using one of the means specified in Section 720.306(5), Florida Statutes, not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.4 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable by the Member executing such proxy.

ARTICLE 4 **BOARD OF DIRECTORS**

Section 4.1 Number. Until Turnover, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. Notwithstanding the preceding sentence, pursuant to Section 720.307(2), Florida Statutes, Owners other than the Declarant are entitled to elect one (1) member of the Board, in addition to those appointed by the Declarant, when fifty percent (50%) of all the Lots ultimately planned for the Property are conveyed to Owners other than the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one (1) member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to the Articles and these Bylaws, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 4.2 Term. Directors shall be appointed to serve for three (3) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one (1) member of the Board may serve as a Director.

Section 4.3 Removal. After Turnover any Director may be removed from the Board, with or without cause, by an affirmative vote of a majority of the outstanding votes entitled to be cast by the Members of the Association. Prior to Turnover, the Declarant shall be entitled to remove Directors with or without cause and appoint replacement Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5 **MEETINGS OF DIRECTORS**

Section 5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than quarterly, at such place and hour as may be fixed from time to time by resolution

of the Board. All meetings of the Board shall be open to all Members and Owners except meetings between the Board and its attorney with respect to proposed or pending litigation covering matters which would be governed by the attorney/client privilege. Except as otherwise provided in the Declaration, the Articles or these Bylaws, notices of all Board meetings shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours prior to any meeting except in an emergency. Notices of any Board meeting at which assessments will be considered and levied shall include a statement to that effect.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Voting. The Directors shall not vote by proxy or secret ballot at Board Meetings, except for purposes of election of officers. The Secretary of the Association shall record in the minutes of each meeting the vote of each Director on each matter brought before the Board.

ARTICLE 6 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 6.1 Powers. The Board of Directors shall have power to:

A. Adopt or amend and publish rules and regulations governing the use of the Property, including, without limitation, the Common Property, if any, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the rights of Owners to use the Common Property, if any, and/or impose fines on such Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association, on the terms set forth in the Declaration. Fines may be levied in an amount of up to ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation, or ONE HUNDRED AND NOil 00 DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NOil 00 DOLLARS \$1,000.00 after notice and hearing, in accordance with applicable law, for a reasonable period for infraction of published rules and regulations. Any such fines shall bear interest at ten percent (10%) per annum from the date due until paid and may be the subject of a claim of lien treated as any other assessment under the Declaration. Upon fourteen (14) days notice to any Owner, tenant, guest or invitee against whom a fine is to be imposed, a committee of at least three (3) panel members, appointed by the Board who are not officers, directors or employees of the Association, shall hold a hearing upon any proposal by the Board to levy reasonable fines, not to exceed ONE HUNDRED AND NOil 00 DOLLARS (\$100.00) per violation or ONE HUNDRED AND NO/DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS \$1,000.00) against any Owner, or an Owner's tenant, guest or invitee for violations of the Declaration or any rules of the Association. This

hearing shall not apply with respect to fines against any Owner for failure to pay assessments or other charges when due;

C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees or consultants as may be deemed appropriate, and to prescribe their duties.

Section 6.2 **Duties.** It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members;

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

C. Fix, levy, collect and enforce payment of assessments, as more fully described in the Declaration;

D. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

E. When appropriate, file and foreclose a lien against any Lot for which assessments, fines or costs to cure violations of the Declaration are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same;

F. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

G. Cause all officers or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate;

H. Cause the Common Property, if any, to be maintained in accordance with the Declaration; and

I. Perform all such other duties as may be set forth herein or in the Declaration or as may be required by law.

Section 6.3 **Litigation.** Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), the Association must obtain the affirmative approval of seventy-five percent (75%) of all Class A Members, at a meeting of the members duly called for such purpose. Notwithstanding anything in these Bylaws, the Articles, or the Declaration to the contrary, this Section may not be amended without the affirmative approval of seventy-five percent (75%) of all Class A Members, at a meeting of the Members duly called for such purpose.

ARTICLE 7 **OFFICERS AND THEIR DUTIES**

Section 7.1 **Officers.** The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 **Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer sooner dies, resigns, or is removed.

Section 7.4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 **Multiple Offices and Positions.** The offices of President, Vice-President, Secretary and Treasurer may be held by the same person. Any officer may also serve on the Board.

Section 7.8 **Duties.** The duties of the officers are as follows:

A. **President:**

1. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments.

B. **Vice-President:**

1. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary:

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

D. Treasurer:

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

Section 7.9 **Delegation of Duties.** Notwithstanding anything in this Section to the contrary, the Board of Directors may delegate any of the duties specified herein or permitted hereby to such persons or entities, including without limitation, the representative(s) of a property management company, as the Board may deem appropriate from time to time, to the extent permitted by law.

ARTICLE 8
BOOKS AND RECORDS

The Association shall maintain all official records (including, but not limited to, current copies of the Declaration, Articles of Incorporation, and these Bylaws) as required by Section 720.303(4) of the Florida Statutes. These records shall be made available for inspection and photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access from a Member. The Board may adopt reasonable written rules governing access to inspection and copying of Association records and may impose reasonable fees for such services as published by the Board from time to time to cover the costs of providing copies of Association records.

ARTICLE 9
ASSESSMENTS

As more fully provided in the Declaration, the Association shall levy assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late charge not greater than that permitted by law per installment may be imposed at the option of the Association, and the Association may bring an action at law against the Owner or Member personally obligated to pay the same and/or file and foreclose a lien

against the Lot and the improvements thereon, together with interest, costs, and reasonable attorney's fees of any such action which shall be added to the amount of such assessment. No Owner or Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Property or abandonment of a Lot or for any other reason.

ARTICLE 10 **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: MEZZANO HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 11 **AMENDMENTS**

Section 11.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

ARTICLE 12 **MISCELLANEOUS**

Section 12.1 The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the MEZZANO HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of July, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association as of the 11th day of July, 2022.

[Signature]
_____, Secretary

EXHIBIT "E"

Water Management District Conservation Easement

DEED OF CONSERVATION EASEMENT RIPARIAN USES

Prepared by:

Thomas P. C. McCaffrey
5200 Wheeler Road Ste 200
Orlando FL 32811

OOC# 20170225711
 04/24/2017 03:15:27 PM Page 1 of 27
 Rec Fee: \$231.00
 Deed Doc Tax: \$0.00
 DOR Admin Fee: \$0.00
 Intangible Tax: \$0.00
 Mortgage stamp: \$0.00
 Phil Diamond, Comptroller
 Orange County, FL
 MB - Ret to SOUTH FLORIDA WATER MANAG

Return original or certified recorded document to:

SoY1st Florida Water Management District
1707 Orlando Central Parkway, Ste 200
Orlando, FL 32812

THIS DEED OF CONSERVATION EASEMENT is given this 31st day of May
 -- 20 by Vineland Express, LLC ("Grantor")
 whose mailing address is 9030 Southern Breeze Drive, Orlando, FL 32836-5050
 ----- to South Florida Water Management District ("Grantee"). As used
 herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all
 subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee"
 shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Orange
 County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and
 incorporated herein (the "Property"); and

WHEREAS, Permit No. 1s04os-14 ("Permit") and any modifications thereto issued by the
 Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of
 Florida; and

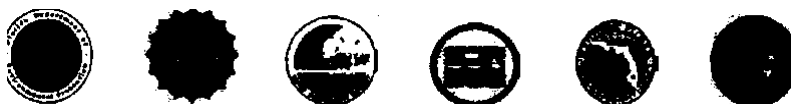
WHEREAS, the Granter, in consideration of the consent granted by the Permit or other good and
 valuable consideration provided to Granter, is agreeable to granting and securing to the Grantee a
 perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the
 Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set
 or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Granter desires to preserve the Conservation Easement Area in perpetuity in its natural
 condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the
 permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and
 valuable consideration provided to the Granter, the adequacy and receipt of which are hereby
 acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual
 Conservation Easement for and in favor of the Grantee upon the area of the Property described on
 Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force
 and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Thcise wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit •C• ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto). It is the further purpose of this Conservation Easement to prevent the construction and operation of docks, piers, boardwalks, or other preemptive structures that would extend through the Conservation Easement Area onto adjacent sovereignty submerged lands except as approved in the Permit (or any modification thereto) or Management Plan.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Granter at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

- i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
- ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
- iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
- iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that pennit the land or water area to remain in its natural, restored, enhanced, or created condition;

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

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Tenns and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Orange County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. Riparian Rights. This Conservation Easement shall convey to Grantee Grantor's riparian rights of ingress and egress for boat docks, piers, boardwalks, and other preemptive structures and activities associated with the Conservation Easement Area except as necessary to construct, use, and maintain the structures and activities approved in the Permit (or any modification thereto) or Management Plan. The Grantor specifically reserves the right to conduct limited vegetation removal and clearing necessary for constructing boat docks, piers, adjoining boardwalks, and other preemptive structures and activities described in the Permit (or any modification thereto) or Management Plan. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not release the Grantor from the duty of obtaining any necessary South Florida Water Management District federal, state or local government permit authorizations or state-owned lands approvals for construction of the structures. The Grantor specifically reserves its riparian rights of swimming, wading, and fishing, and, to the extent consistent with this Conservation Easement, its riparian right of boating.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, 1/11/2017 CLVJ bx. TT.\$\$ LLC("Grantor") has hereunto set its authorized hand this do day of December, 2017.

Vineyard Express

Is a Florida corporation or ☒ LLC (choose one)

By: [Signature] (Sig)

Name: S/A-ES II-- -f A (Print)

Title: Manager

Signed, sealed and delivered in our presence as witnesses:

B - - £ f u
(Signature)

Name: V1Jc£ f-:1 T/t.8
(Print)

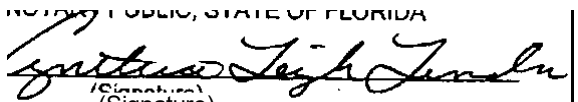
By: 
(Signature)
Name: Thomas R. Maerly
(Print)

STATE OF FLORIDA

COUNTY OF C) O.-M.¥

On this ¥.-!ay of 20, before me, the undersigned notary public, personally appeared f:>b fu'≡"fl, the person who subscribed to the foregoing instrument, as the ffi.c,...V\D-.. (title), of V1'r.e..c.vvy(G= S. LLC. D(corporation), a Florida corporation, or L=L----'C. (choose one) and acknowledged that he/she executed the same on behalf of said g:J corporation, or D (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)
fyotb,'tl. Leton Lrncf n
(Name)
My Commission Expires: i/ & ?d#Jl "J

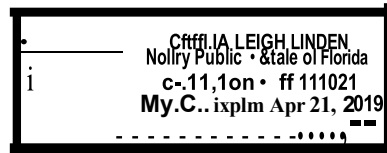
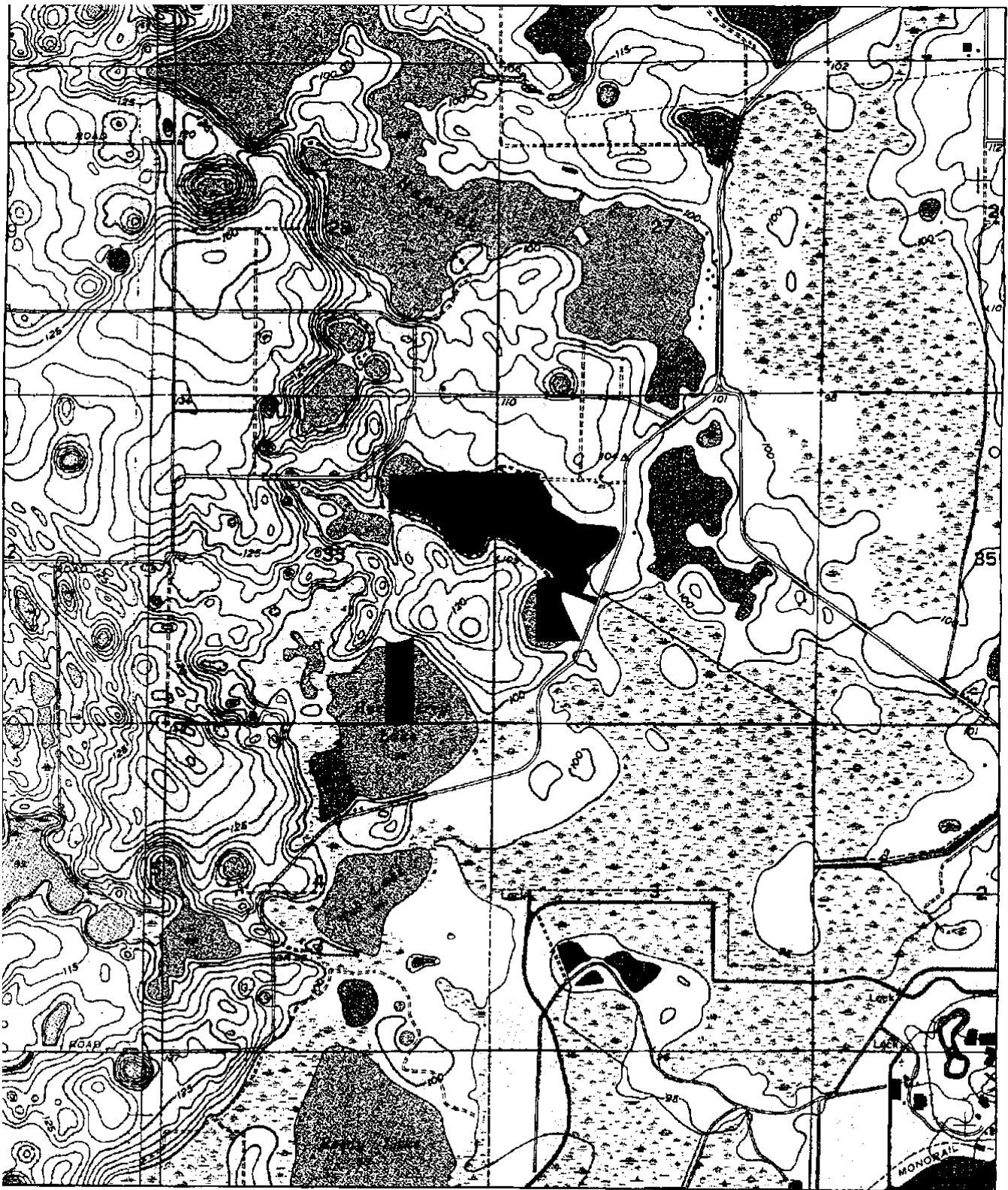


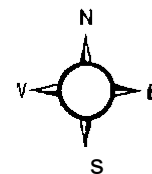
EXHIBIT A

{LOCATION MAP}



t! ! ei
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Village F-Emerald
Orange County, Florida
Exhibit A
Location Map



2,700
Feet

Project #:116-46
Produced By:JEB
Date: 12/21/2016

EXHIBITB

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

LEGAL DESCRIPTION

SHEET 1 OF 13 DESCRIPTION
SEE SHEET 2 OF 13 FOR DESCRIPTION
SEE SHEET 3 THROUGH 13 OF 13 FOR SKETCH

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTIONS 33 AND 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA; THENCE RUN N89°43'45"E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SCOTT ROAD, AS RECORDED IN DEED BOOK 788, PAGE 526 AND ALSO BEING THE SOUTH LINE OF SUMMERLAKE PD PHASE 1A, PLAT BOOK 74, PAGES 16 THROUGH 38 OF THE PUBLIC RECORDS OF SAID COUNTY, FOR A DISTANCE OF 1321.88 FEET TO THE POINT OF **BEGINNING**; THENCE CONTINUE N89°43'45"E, ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33 AND SAID SOUTH LINE OF SUMMERLAKE PD PHASE 1A, FOR A DISTANCE OF 1321.88 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33 AND THE NORTHWEST CORNER OF SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST OF SAID COUNTY; THENCE RUN N89°34'31"E, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 34 AND SAID SOUTH LINE OF SUMMERLAKE PD PHASE 1A, FOR A DISTANCE OF 686.63 FEET; THENCE DEPARTING SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34 AND SAID SOUTH LINE OF SUMMERLAKE PD PHASE 1A, RUN S00°30'58"E A DISTANCE OF 25.60 FEET; THENCE S40°40'52"W A DISTANCE OF 37.64 FEET; THENCE S43°05'08"E A DISTANCE OF 109.14 FEET; THENCE S24°36'26"E A DISTANCE OF 99.62 FEET; THENCE S23°34'W A DISTANCE OF 25.00 FEET; THENCE S24°35'25"E A DISTANCE OF 25.00 FEET; THENCE N65°23'34"E A DISTANCE OF 25.00 FEET; THENCE S24°36'26"E A DISTANCE OF 2.50 FEET; THENCE S41°4'04"E A DISTANCE OF 111.37 FEET; THENCE S03°10'33"W A DISTANCE OF 124.83 FEET; THENCE S34°4'35"E A DISTANCE OF 73.49 FEET; THENCE S61°58'10"E A DISTANCE OF 90.27 FEET; THENCE S59°26'24"E A DISTANCE OF 70.62 FEET; THENCE S59°26'24"E A DISTANCE OF 116.24 FEET; THENCE S54°40'29"E A DISTANCE OF 114.42 FEET; THENCE S49°19'23"E A DISTANCE OF 122.83 FEET; THENCE S49°19'23"E A DISTANCE OF 20.82 FEET; THENCE S76°43'30"E A DISTANCE OF 75.49 FEET; THENCE S76°43'30"E A DISTANCE OF 81.06 FEET; THENCE N88°15'09"E A DISTANCE OF 136.92 FEET; THENCE N86°49'18"E A DISTANCE OF 144.16 FEET; THENCE S86°26'56"E A DISTANCE OF 119.24 FEET; THENCE S50°21'10"E A DISTANCE OF 84.78 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2515.00 FEET, WITH A CHORD BEARING OF S08°17'57"W, AND A CHORD DISTANCE OF 234.19 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°20'13" FOR AN ARC DISTANCE OF 234.27 FEET TO A NON-TANGENT POINT; THENCE S50°13'27"W A DISTANCE OF 23.00 FEET; THENCE S73°10'42"W A DISTANCE OF 67.23 FEET; THENCE S55°25'40"W A DISTANCE OF 106.38 FEET; THENCE S35°19'57"W A DISTANCE OF 105.24 FEET; THENCE S54°21'29"W A DISTANCE OF 91.33 FEET; THENCE S52°16'28"W A DISTANCE OF 109.03 FEET; THENCE S42°42'04"W A DISTANCE OF 116.86 FEET; THENCE S23°23'27"E A DISTANCE OF 84.60 FEET; THENCE S03°11'22"E A DISTANCE OF 41.34 FEET; THENCE S86°48'30"W A DISTANCE OF 25.00 FEET; THENCE S03°11'21"E A DISTANCE OF 25.00 FEET; THENCE N86°48'38"E A DISTANCE OF 25.00 FEET; THENCE S03°11'22"E A DISTANCE OF 25.32 FEET; THENCE S1°04'49"W A DISTANCE OF 138.17 FEET; THENCE S50°33'27"W A DISTANCE OF 99.31 FEET; THENCE S82°36'15"W A DISTANCE OF 13.45 FEET; THENCE S77°47'43"E A DISTANCE OF 27.52 FEET; THENCE S74°36'22"E A DISTANCE OF 123.42 FEET; THENCE S63°35'26"E A DISTANCE OF 58.23 FEET; THENCE S52°10'54"E A DISTANCE OF 34.12 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2515.00 FEET, WITH A CHORD BEARING OF S32°32'21"W, AND A CHORD DISTANCE OF 80.06 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'26" FOR AN ARC DISTANCE OF 80.06 FEET TO A NON-TANGENT POINT; THENCE N41°38'27"W A DISTANCE OF 35.27 FEET; THENCE N53°47'17"W A DISTANCE OF 21.68 FEET; THENCE N60°17'20"W A DISTANCE OF 23.77 FEET; THENCE N72°17'41"W A DISTANCE OF 113.39 FEET; THENCE N79°32'40"W A DISTANCE OF 120.86 FEET; THENCE N67°49'36"W A DISTANCE OF 127.07 FEET; THENCE N67°34'25"W A DISTANCE OF 72.94 FEET; THENCE S45°23'38"W A DISTANCE OF 25.07 FEET; THENCE S38°40'28"W A DISTANCE OF 26.80 FEET; THENCE S13°14'13"E A DISTANCE OF 48.90 FEET; THENCE S38°54'17"E A DISTANCE OF 57.67 FEET; THENCE S55°28'10"E A DISTANCE OF 61.75 FEET; THENCE S20°03'44"E A DISTANCE OF 74.60 FEET; THENCE S19°29'57"E A DISTANCE OF 64.99 FEET; THENCE S33°14'01"E A DISTANCE OF 56.45 FEET; THENCE S30°36'04"E A DISTANCE OF 88.34 FEET; THENCE S24°28'29"E A DISTANCE OF 57.22 FEET; THENCE S27°27'28"E A DISTANCE OF 31.45 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2515.00 FEET, WITH A CHORD BEARING OF S45°34'05"W, AND A CHORD DISTANCE OF 344.19 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°50'50" FOR AN ARC DISTANCE

CONTINUED ON SHEET 2)



East Plant Street
16 East Pant Street
AUGdin.Fbili 34787 • (111) 654M

SURVEYOR S NOTES:

I: \doto\20100010\sketches\shleh 8 - ce SOD-C (1)

THIS IS NOT A SURVEY.

THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4

11 3- 7 ORANGE COUNTY FLORIDA N A ARING OF N 43-45-

JOB NO 20100010

DATE 6-28-16

SCALE N/A

FIELD BY N/A

CALCULATED BY: DH

DRAWN BY: DH

CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L RICKMAN P.S.M. # 5633

LEGAL DESCRIPTION

SHEET 2 of 13 DESCRIPTION
SEE SHEET 1 OF 13 FOR DESCRIPTION
SEE SHEET 3 THROUGH 13 or 13 FOR SKETCH

(CONTINUED FROM SHEET 1)

OF 344.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1285.00 FEET, WITH A CHORD BEARING OF S48°45'29"W, AND A CHORD DISTANCE OF 77.75 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°28'00" FOR AN ARC DISTANCE OF 77.76 FEET TO A NON-TANGENT POINT LYING ON THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 ALSO BEING THE NORTH LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 1, PLAT BOOK 85, PAGES 100 THROUGH 108 OF AFORESAID PUBLIC RECORDS; THENCE RUN S89°43'01"W, ALONG SAID SOUTH LINE OF THE EAST 3/4 AND SAID NORTH LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 1, FOR A DISTANCE OF 332.17 FEET TO THE SOUTHWEST CORNER OF SAID EAST 3/4 LYING ON THE EAST LINE OF SAID LAKEVIEW POINTE AT HORIZON WEST PHASE 1; THENCE DEPARTING SAID SOUTH LINE OF THE EAST 3/4 AND SAID NORTH LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 1, RUN N00°04'07"E, ALONG THE WEST LINE OF SAID EAST 3/4 AND THE EAST LINE OF SAID LAKEVIEW POINTE AT HORIZON WEST PHASE 1 AND THE EAST LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 2A, PLAT BOOK 87, PAGES 13 AND 14 OF AFORESAID PUBLIC RECORDS, A DISTANCE OF 943.97 FEET; THENCE DEPARTING SAID WEST LINE OF EAST 3/4 AND SAID EAST LINE LAKEVIEW POINTE AT HORIZON WEST PHASE 2A, RUN N65°12'16"E A DISTANCE OF 25.44 FEET; THENCE S82°08'20"E A DISTANCE OF 24.86 FEET; THENCE N49°32'40"E A DISTANCE OF 57.65 FEET; THENCE S67°06'24"E A DISTANCE OF 38.17 FEET; THENCE N72°06'15"E A DISTANCE OF 11.50 FEET; THENCE N3Y37°26"E A DISTANCE OF 49.26 FEET; THENCE S59°1'04"E A DISTANCE OF 127.86 FEET; THENCE N13°57'34"W A DISTANCE OF 112.74 FEET; THENCE N45°05'38"W A DISTANCE OF 109.21 FEET; THENCE N62°04'07"W A DISTANCE OF 68.99 FEET; THENCE N53°25'55"W A DISTANCE OF 93.80 FEET; THENCE N24°28'24"W A DISTANCE OF 66.06 FEET; THENCE N70°45'32"W A DISTANCE OF 6.53 FEET TO SAID WEST LINE OF EAST 3/4 AND SAID EAST LINE LAKEVIEW POINTE AT HORIZON WEST PHASE 2A; THENCE N00°04'07"E ALONG SAID WEST LINE OF EAST 3/4 AND SAID EAST LINE LAKEVIEW POINTE AT HORIZON WEST PHASE 2A, A DISTANCE OF 30.13 FEET TO THE NORTHWEST CORNER OF SAID EAST 3/4 AND THE NORTHEAST CORNER OF SAID LAKEVIEW POINTE AT HORIZON WEST PHASE 2A, LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF AFORESAID SECTION 34 AND THE NORTH LINE OF SAID LAKEVIEW POINTE AT HORIZON WEST PHASE 2A; THENCE S89°38'45"W ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34 AND SAID NORTH LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 2A, A DISTANCE OF 84.86 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34 AND THE NORTH LINE OF SAID LAKEVIEW POINTE AT HORIZON WEST PHASE 2A, RUN THROUGH SAID NORTHWEST 1/4 OF SECTION 34 AND AFORESAID NORTHEAST 1/4 OF SECTION 33 THE FOLLOWING THIRTY FOUR (34) COURSES: RUN N70°45'32"W A DISTANCE OF 69.78 FEET; THENCE N47°28'06"W A DISTANCE OF 145.24 FEET; THENCE N47°28'06"W A DISTANCE OF 40.00 FEET; THENCE N42°12'07"W A DISTANCE OF 146.80 FEET; THENCE N66°41'11"W A DISTANCE OF 226.42 FEET; THENCE N89°21'04"W A DISTANCE OF 104.95 FEET; THENCE S82°06'02"W A DISTANCE OF 75.27 FEET; THENCE S42°32'27"W A DISTANCE OF 36.15 FEET; THENCE S20°47'57"W A DISTANCE OF 54.69 FEET; THENCE S25°01'53"W A DISTANCE OF 59.80 FEET; THENCE N64°58'07"W A DISTANCE OF 25.00 FEET; THENCE S25°01'53"W A DISTANCE OF 25.00 FEET; THENCE S64°58'07"E A DISTANCE OF 25.00 FEET; THENCE S25°01'53"W A DISTANCE OF 59.78 FEET; THENCE S47°20'41"W A DISTANCE OF 59.37 FEET; THENCE S66°50'47"W A DISTANCE OF 73.34 FEET; THENCE S86°37'07"W A DISTANCE OF 117.71 FEET; THENCE N86°58'40"W A DISTANCE OF 83.95 FEET; THENCE N67°37'00"W A DISTANCE OF 85.15 FEET; THENCE N38°03'57"W A DISTANCE OF 224.45 FEET; THENCE N40°49'53"W A DISTANCE OF 13.77 FEET; THENCE N40°49'53"W A DISTANCE OF 191.95 FEET; THENCE N52°36'00"W A DISTANCE OF 147.21 FEET; THENCE N58°13'56"W A DISTANCE OF 154.47 FEET; THENCE N04°42'06"W A DISTANCE OF 47.74 FEET; THENCE N26°32'30"E A DISTANCE OF 12.00 FEET; THENCE N59°52'43"W A DISTANCE OF 7.63 FEET; THENCE N82°52'19"W A DISTANCE OF 140.74 FEET; THENCE N75°52'22"W A DISTANCE OF 219.55 FEET; THENCE S63°40'40"W A DISTANCE OF 28.67 FEET; THENCE N63°37'42"W A DISTANCE OF 46.37 FEET; THENCE N72°44'38"W A DISTANCE OF 60.64 FEET; THENCE N86°32'01"W A DISTANCE OF 82.01 FEET; THENCE N89°58'27"W A DISTANCE OF 41.55 FEET TO THE WEST LINE OF THE EAST 1730.00 FEET OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 33; THENCE N00°01'45"E ALONG SAID WEST LINE OF THE EAST 1730.00 FEET, A DISTANCE OF 525.95 FEET TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AFORESAID SCOTT ROAD; THENCE N89°43'45"E, ALONG SAID SOUTH LINE OF THE NORTH 30.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33 AND SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 408.11 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 30.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33 AND SAID SOUTH RIGHT-OF-WAY LINE, RUN N00°05'54"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 3,947,406.758 SQUARE FEET (90.620 ACRES). MORE OR LESS.



East Plant Street
16 East Pant Street
CtrlWl, fbDJ787(407) &Sf 5.16

SURVEYOR'S NOTES:

I:\data\20100010\sketches\latch B - ce SOO-C (2)

1<IS IS NOT A SURVEY.

1<E DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CUEINIS REQUEST.

1J.41S LEGAL DESCRIPTION IS NOT VAUO W11HOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TIE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33.

TI N - 7 OR NTY I I A BEARIN OF N "4" "E.
JOB NO 20100010
DATE 6-28-16
SCA N/A
FIELD BY N/A

CALCULATED BY: DH
DRAWN BY: DH
CHECKED BY: MR

SKETCH OF DESCRIPTION

SHEET 3 OF 13 SKETCH

SEE SHEET 1 AND 2 OF 13 FOR DESCRIPTION

SEE SHEET 4 THROUGH 13 OF 13 FOR SKETCH

POINT OF COMMENCEMENT

NORTHWEST CORNER OF THE
SOUTH 1/2 OF THE NORTHEAST 1/4
OF SECTION 33-23-27

1 g I g Er::: Bl::so: 26;

PD p F>-sE V,

NORTHEAST 1/4 OF SECTION 33- 23-27; suMMt-RL "-rf.pG 6-38
SOUTH LINE OF PB 74, PG 16-38 PB 7

POINT OF BEGINNING Na9•43•45•E

N89°43'45"E 1321.88'

1321.88'

SCOTT ROAD

30.00' ROW DB 788, PG 526

Nae•43•4s•E 40a.11•

8

b
q
in gMATCHLINE A
SEE SHEET 4

LEGEND

CENTRAL ANGLE

CB CHORD BEARING
C CHORD LENGTH
DB DEED BOOK
L ARC LENGTH
NT NON-TANGENT
ORB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PG PAGE OR PAGES
PRC POINT OF CURVATURE
R RADIUS
ROW RIGHT-OF-WAY
TSE TEMPORARY SLOPE
EASEMENT PER
ORB 10845, PG 7043

b
ci

SOUTH LINE OF THE NORTH 30.00'
OF THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 33;
SOUTH ROW LINE PER DB 788, PG 526

SAW GRAS LAKE

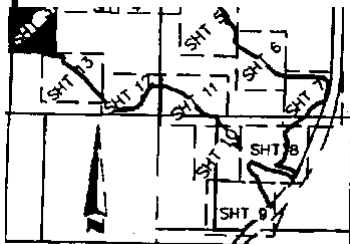
WEST LINE OF THE EAST 1730.00' OF THE
SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 33

NOT PLATTED

NOT PLATTED

NORTHEAST 1/4
OF SECTION 33

NORTHEAST 1/4
OF SECTION 33



KEY MAP
KEY MAP

SCALE: 1" = 2000'

N89°58'27"W
11.55'

N86°32'01"W
82.01'

NOT PLATTED
NOT PLATTED
NORTHEAST 1/4
OF SECTION 33

N72°44'38"W
60.64'
N63°37'42"W
37'
EDGE OF WATER
S63°40'40"W
28.67'
N75°15'22"W
219.55'

MATCHLINE L

SEE SHEET 13

SURVEYOR'S NOTES:

I: \data\20100010\sketches\sketch B - ce SOD-C (3)

THIS IS NOT A SURVEY.

THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE BORN LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF
SECTION 3 - - 7 ANG NTY FLORIDA BEING A BEARING OF N89°43'45"E.

JOB NO 20100010

CALCULATED BY: DH

DATE 6-28-16

DRAWN BY: DH

SCALE: 1" = 100'

CHECKED BY: MR

FIELD BY: N/A

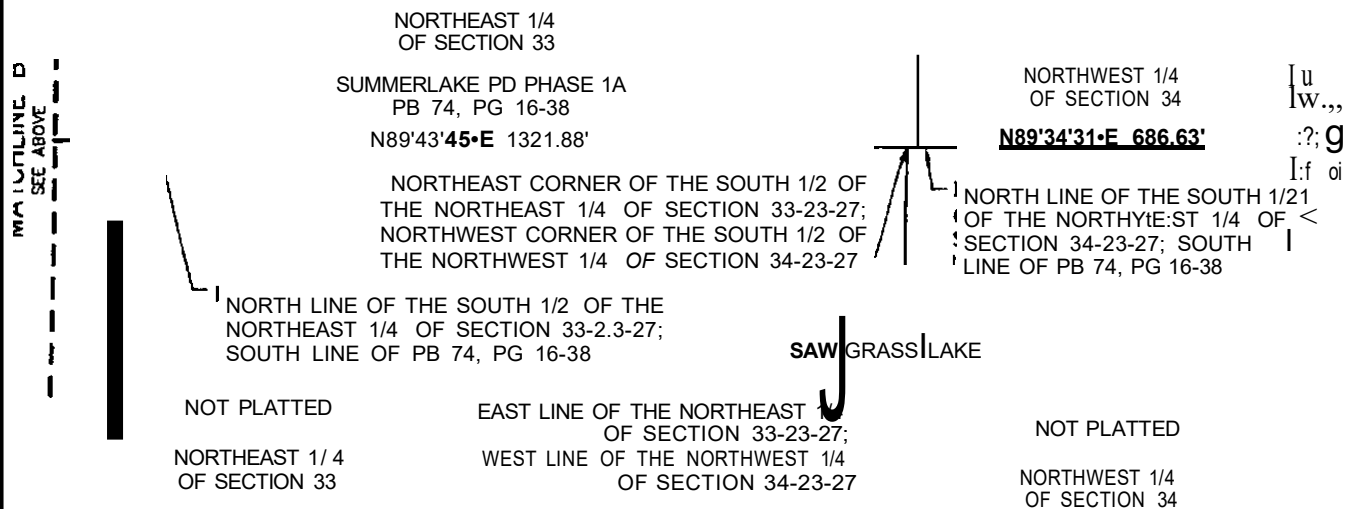
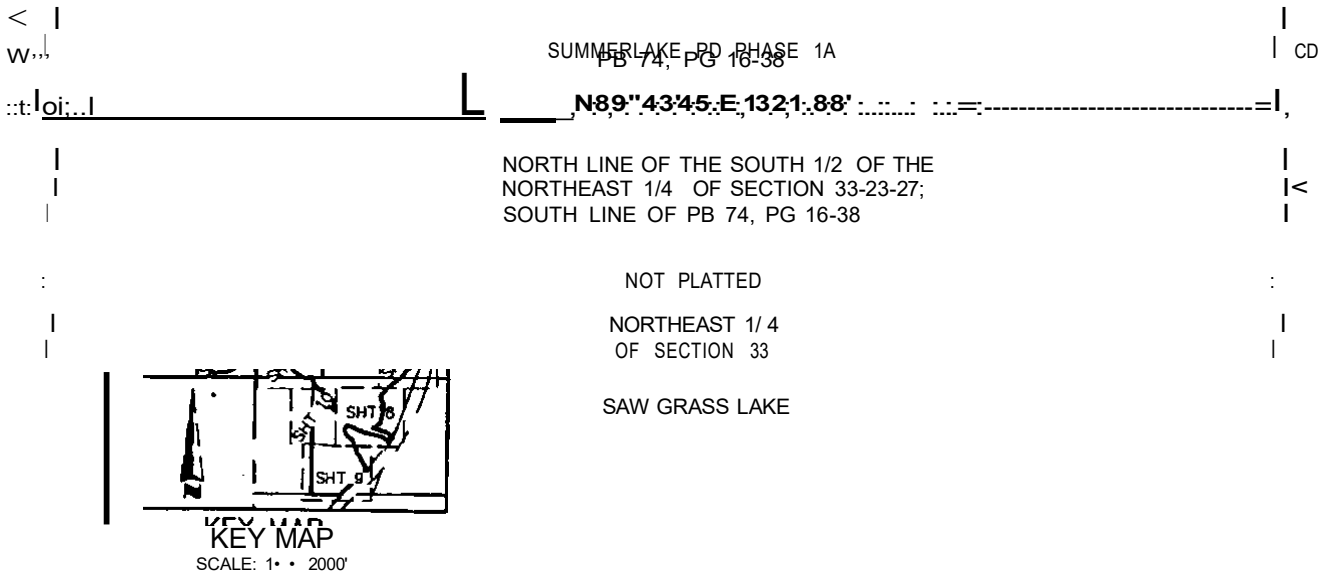
East Plant Street
16 East Pant Street
tir Gel, Fbm 147B7 • (407) 6M 51D

SKETCH OF DESCRIPTION

SHEET 4 OF 13 SKETCH

SEE SHEET 1 AND 2 OF 13 FOR DESCRIPTION

SEE SHEET 3, 5 THROUGH 13 OF 13 FOR SKETCH



SURVEYOR'S NOTES:

I:\dots\20100010\sketches\sketch B - ce SOD-C (4)

THIS IS NOT A SURVEY.

THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33-23-27, ORANGE COUNTY, FLORIDA, BEARING OF N89°43'45"E.

JOB NO 20100010

QA 6-28-16

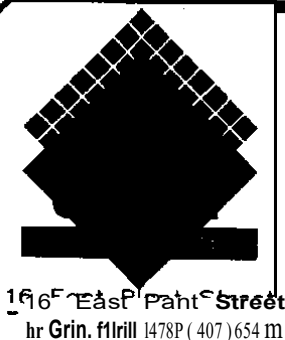
SCA 1" = 100'

FIELD BY: N/A

CALCULATED BY: DH

DRAWN BY: DH

CHECKED BY: MR

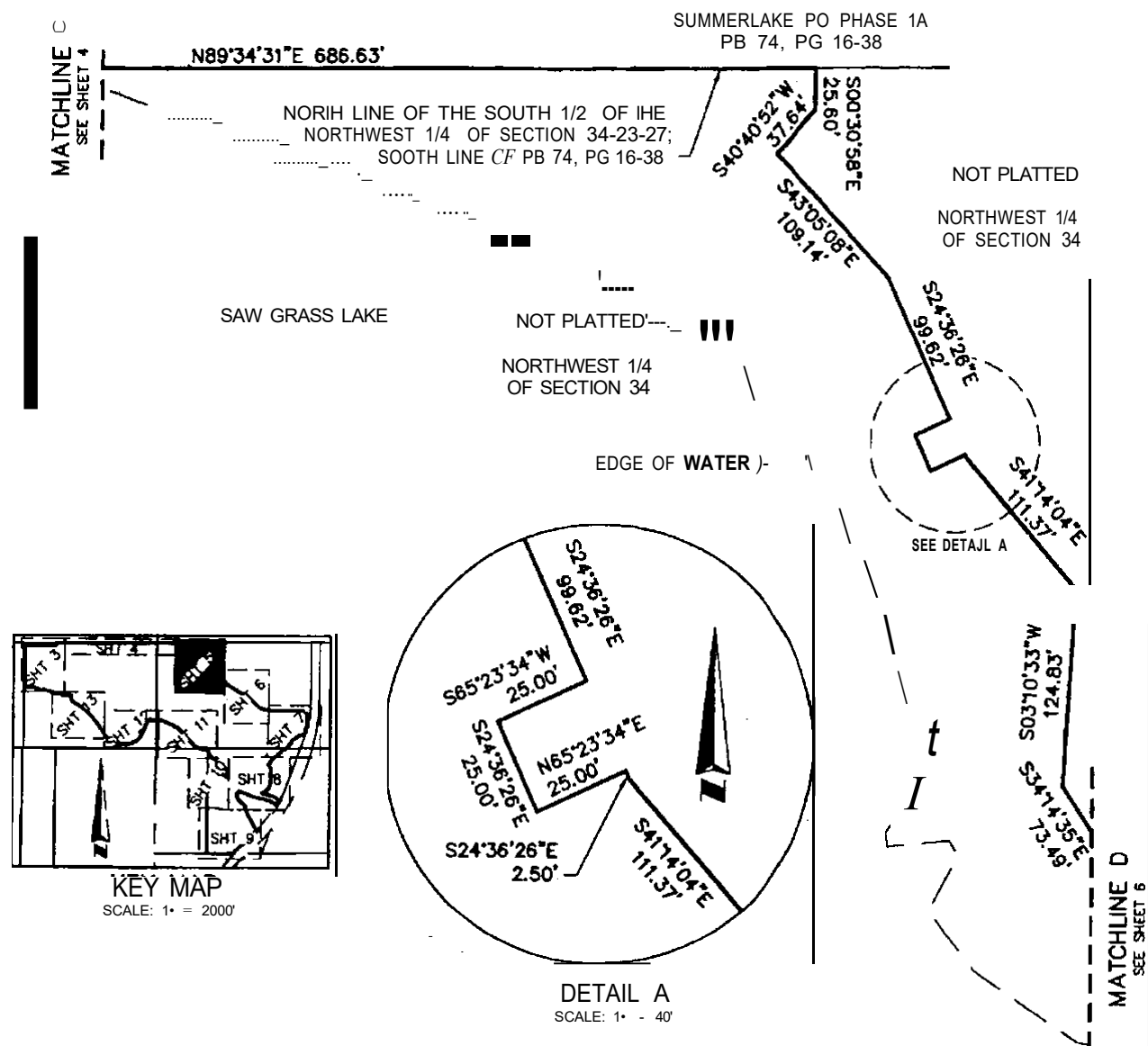


SKETCH OF DESCRIPTION

SHEET 5 OF 13 SKETCH

SEE SHEET 1 AND 2 OF 13 FOR DESCRIPTION

SEE SHEET 3, 4, 6 THROUGH 13 OF 13 FOR SKETCH



SURVEYOR'S NOTES:

I:\data\20100010\sketches\sketch 8 - ce SOD-C (5)

THIS IS NOT A SURVEY.

THE DEUNATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED

SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, S-23-27 ORAN. NORTY FLORIDA BEING A BEARING N89°43'45" E.

JOB NO 20100010

DA 6-28-16

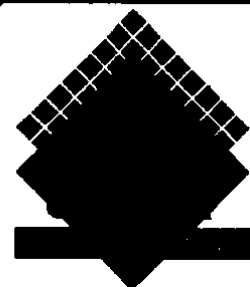
SCA 1" = 100'

FIELD BY: N/A

CALCULATED BY: DH

DRAWN BY: DH

CHECKED BY: MR



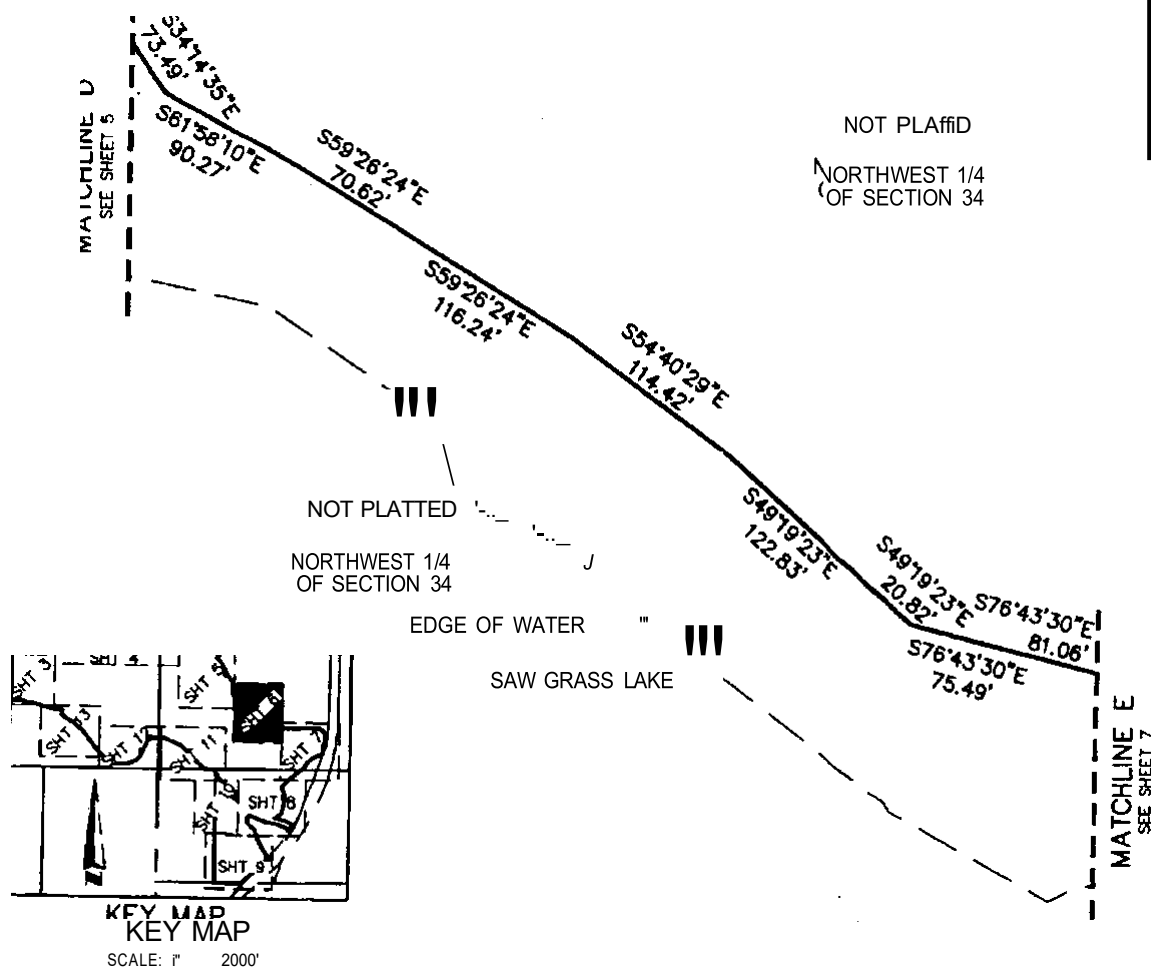
16 East Pant Street
 • frill, fbili 34787 • (407) 654 516

SKETCH OF DESCRIPTION

SHEET 6 OF 1.3 SKETCH

SEE SHEET 1 AND 2 OF 1.3 FOR DESCRIPTION

SEE SHEET 3 THROUGH 5 AND 7 THROUGH 1.3 OF 1.3 FOR SKETCH



SURVEYOR'S NOTES:

I:\data\20100010\sketches\sketch 8 - ce SOD-C (8)

THIS IS NOT A SURVEY.

THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33- 3-27 ORANGE COUNTY FLORIDA HAVING BEARING OF N89°43'45"E.

JOB NO 20100010

CALCULATED BY: DH

DA 6-2B-16

DRAWN BY: OH

SCA 100

CHECKED BY: MR

FIELD BY: N/A

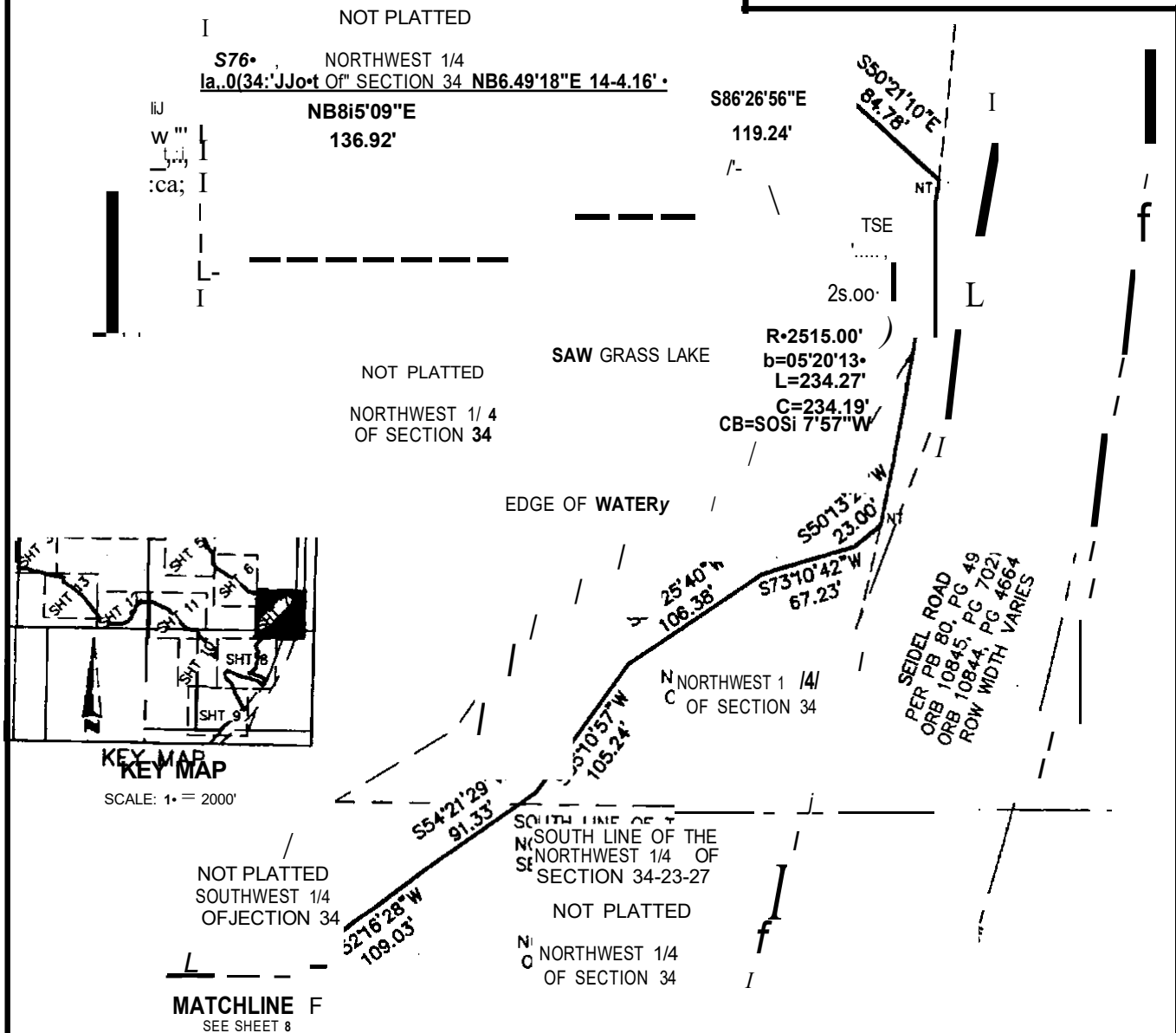
16 East Plant Street
 16 East Plant Street
 Wa Gattin, nm 14187 • 111>&snrx

SKETCH OF DESCRIPTION

SHEET 7 OF 13 SKETCH

SEE SHEET 1 AND 2 OF 13 FOR DESCRIPTION

SEE SHEET 3 THROUGH 6 AND 8 THROUGH 13 OF 13 FOR SKETCH



SURVEYOR'S NOTES:

I:\data\20100010\sketches\sketch 8 - ce S00-C (7)

THIS IS NOT A SURVEY.

THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34-27 ORANGE COUNTY, FLORIDA BEING A BEARING OF N 4° 4' 4" E.

JOB NO 20100010

CALCULATED BY: DH

DA 6-28-16

DRAWN BY: DH

SC 1" = 100'

CHECKED BY: MR

FIELD BY: N/A

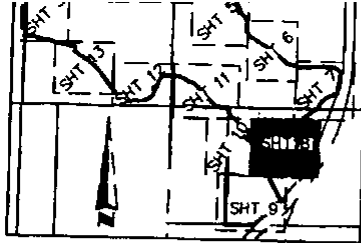
16 East Plant Street
16 East Plant Street
adlrGrit,fbm 34787•(407)654

SKETCH OF DESCRIPTION

SHEET 8 OF 13 SKETCH

SEE SHEET 1 AND 2 OF 13 FOR DESCRIPTION

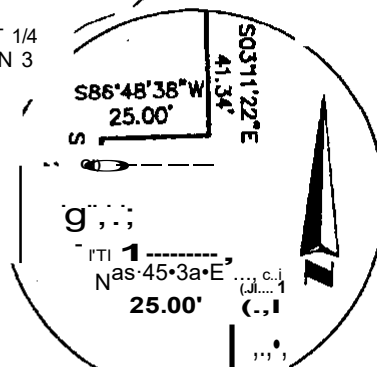
SEE SHEET 3 THROUGH 7 AND 9 THROUGH 13 OF 13 FOR SKETCH.

KEY MAP
SCALE: 1" = 2000'

SAW GRASS LAKE

EDGE OF WATER

NOT PLATTED

SOUTHWEST 1/4
OF SECTION 3DETAIL B
SCALE: 1" = 40'MATCHLINE F
SEE SHEET 7

SEE DETAIL B

NOT PLATTED

SOUTHWEST 1/4
OF SECTION 34EDGE OF
WATERMATCHLINE G
MATCHLINE G
SEE SHEET 9

NOT PLATTED

SOUTHWEST 1/4
OF SECTION 34

SEIDEL ROAD
PER PG 80, PG 49
ORB 10845, PG 7021
ROW WIDTH VARIES

R=2515.00'
Δ=01°49'26"
80.06'
80.06'
=S32°32'21"W

SURVEYOR'S NOTES:

I:\data\20100010\sketches\sketch 8 - cc SOD-C (8)

THIS IS NOT A SURVEY.

THE COORDINATES OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33-3-27, ADAMS COUNTY, FLORIDA, BEING BOUNDARY OF N 94°45'E.

JOB NO. 20100010

CALCULATED BY: DH

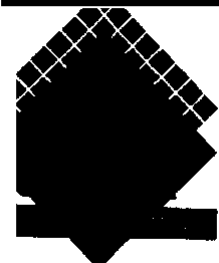
DATE: 6-28-16

DRAWN BY: DH

SCA 1" = 100'

CHECKED BY: MR

FIELD BY: N/A



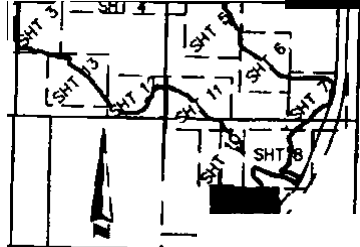
East Plant Street
16 East Plant Street
David J. B. (407) 151

SKETCH OF DESCRIPTION

SHEET 9 OF 13 SKETCH

SEE SHEET 1 AND 2 OF 13 FOR DESCRIPTION

SEE SHEET 3 THROUGH 8 AND 10 THROUGH 13 OF 13 FOR SKETCH



KEY MAP

SCALE: 1" = 200'

MATCHLINE H

SEE SHEET 10

MATCHLINE G

SEE SHEET 8

LAKEVIEW POINT
AT HORIZON
WEST PHASE 2
PB 87, PG 13-14UNNAMED LAKE
EAST LINE OF PB 87, PG 13-14WEST LINE OF THE EAST 3/4 OF THE
NORTH 1/2 OF THE SOUTHWEST 1/4
OF SECTION 34-23-27;
EAST LINE OF PB 85, PG 100-108

EDGE OF WATER

NOT PLATTED

SOUTHWEST 1/4
OF SECTION 34

327°27'28"E 31.45'

NT

NOT PLATTED

SOUTHWEST 1/4
OF SECTION 34

R=1285.00'

A=0°28'02"

L=77.76'

C=77.75'

ca S45°45'29"W

R=2515.00'
A=01°50'50"
L=344.46'
C=344.19'
CB=S46°34'05"W

"-2s.00"

TSE

PRC

25.00'

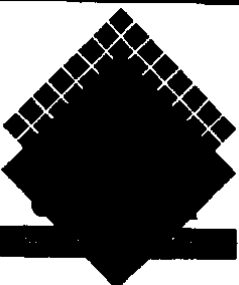
SEIDEL ROAD
PER PB 80, PG 49
ORB 10845, PG 7021
ORB 10844, PG 4664

TRACT W-1

SOUTHWEST CORNER OF THE EAST 3/4
OF THE NORTH 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 34-23-27
SOUTH LINE OF THE EAST 3/4 OF THE
NORTH 1/2 OF THE SOUTHWEST 1/4
OF SECTION 34-23-27;
NORTH LINE OF PB 85, PG 100-108

S89°43'01"W 332.17'

TRACT W-1

LAKEVIEW POINTE AT
HORIZON WEST PHASE 1
PB 85, PG 100-10816 East Plant Street
16 East Plant Street
Grin. fba N., (407) 654M

SURVEYOR'S NOTES:

I:\data\20100010\Sketches\Sketch B - ce SOO-C (9)

THIS IS NOT A SURVEY.

THE DELINEATION OF THE LANDS SHOWN HEREON ARE: AS PER THE CLIENT'S REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33-23-27, ORANGE COUNTY, FLORIDA, BEING A BEARING OF N89°43'45"

JOB NO 20100010

CALCULATED BY: DH

DATE: 6-28-16

DRAWN BY: DH

SCA 1" = 100'

CHECKED BY: MR

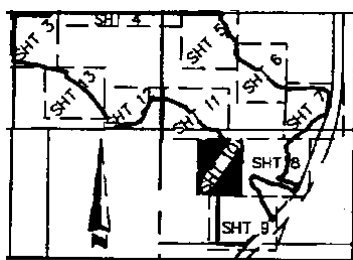
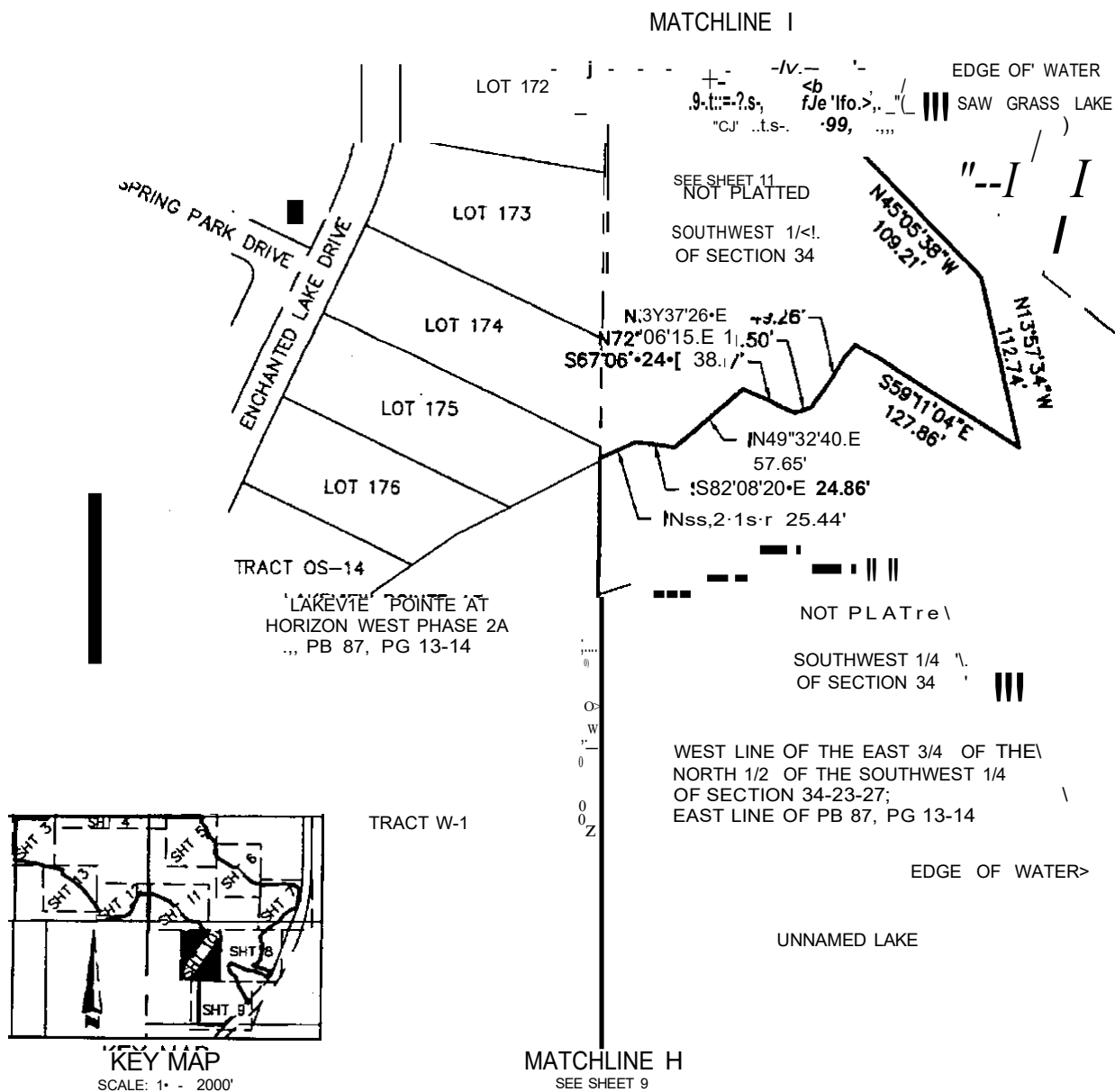
FIELD BY: N/A

SKETCH OF DESCRIPTION

SHEET 10 OF 13 SKETCH

SEE SHEET 1 AND 2 OF 13 FOR DESCRIPTION

SEE SHEET 3 THROUGH 9 AND 11 THROUGH 13 OF 13 FOR SKETCH



KEY MAP
SCALE: 1" = 2000'

SURVEYOR'S NOTES:

I: \data\20100010\sketches\sketch 8 - ce SOD-C (10)

THIS IS NOT A SURVEY.

THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF 11nE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33-2 - 7 RANGE C NTY FLORIDA BEING A BEARING OF N - 45°.

JOB NO 20100010

CALCULATED BY: DH

DA 6-28-16

DRAWN BY: DH

SCA 1" = 100'

CHECKED BY: MR

FIELD BY: N/A

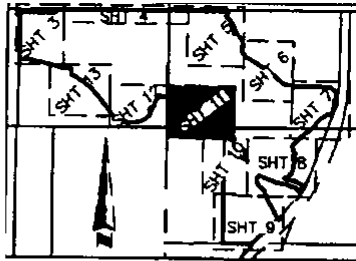


SKETCH OF DESCRIPTION

SHEET 11 OF 13 SKETCH

SEE SHEET 1 AND 2 OF 13 FOR DESCRIPTION

SEE SHEET 3 THROUGH 10 AND 12 THROUGH 13 OF 13 FOR SKETCH



KEY MAP

SCALE: 1" = 2000'

I.&I. ('

F.C.C.

1111NB9"21'o4-w

1104.95'

N66°41'11"W 226.42'

NOT PLATTED

NORTHWEST 1/4
OF SECTION 34

EDGE OF WATER

SAW GRASS LAKE

NOT PLATTED

NORTHWEST 1/4
OF SECTION 34SOUTH LINE OF THE NORTHWEST 1/4
OF SECTION 34-23-27;
NORTH LINE OF PB 87, PG 13-14TRACT OS-12
OPEN SPACELAKEVIEW POIN AT
HORIZON WEST PHASE 2A
PB 87, PG 13-14

LOT 182

LOT 151

LOT 180

LOT 179

LOT 178

LOT 177

S89°38'45"W 84.86'

TRACT OS-13
OPEN SPACE

N10°45'32"W 30.1'

N10°45'32"W 1.53'

LOT 171

N24°28'24"W 66.6'

NOT PLATTED
SOUTHWEST 1/4
OF SECTION 34MATCHLINE I
SEE SHEET 10

SURVEYOR'S NOTES:

I:\data\20100010\sketches\sketch 11 - c.e SOD-C (11)

THIS IS NOT A SURVEY.

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THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND TAPE.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34-23-27 AND COUNTY FLORIDA BEING A BEARING OF N19°43'45"E.

JOB NO 20100010

CALCULATED BY: DH

DATE: 6-21-16

DRAWN BY: OH

SCA 1" = 100'

CHECKED BY: MR

FIELD BY: N/A

116 East Pant Street
Holtz Gadon, Miami, FL 33137 • (407) 654 516

SEE SHEET 3 TI-ROUGH 11 AND 13 OF 13 FOR SKETCH



ATCHLINE J
SEE SHEET 11

NOT PLATTED

NORTHWEST 1/4 OF SECTION 34

1

--	--

LICE

RTHEA

USE OF WATER

SEE DETAIL C

NOT PLATTED

NORTHEAST 1/4
OF SECTION 33

EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33-23-27;
WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34-23-27

I: \data\20100010\sketehe\skelch 8 - ce SOD-C (12)

THIS IS NOT A SURVEY.

THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND LIAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHIN THE BENEFIT OF TITLE.

BEARINGS SHO HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33-23-27, ORANGE COUNTY, FLORIDA BEING A BEARING N 9°4'3"4" .

JOB NO	20100010
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DA 6-28-16

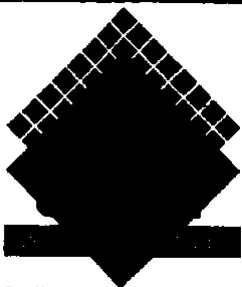
SCA	1. = 100.
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FIELD BY: N/A

CALCULATED BY: DH

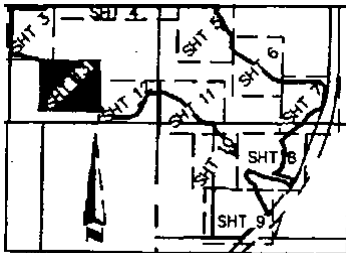
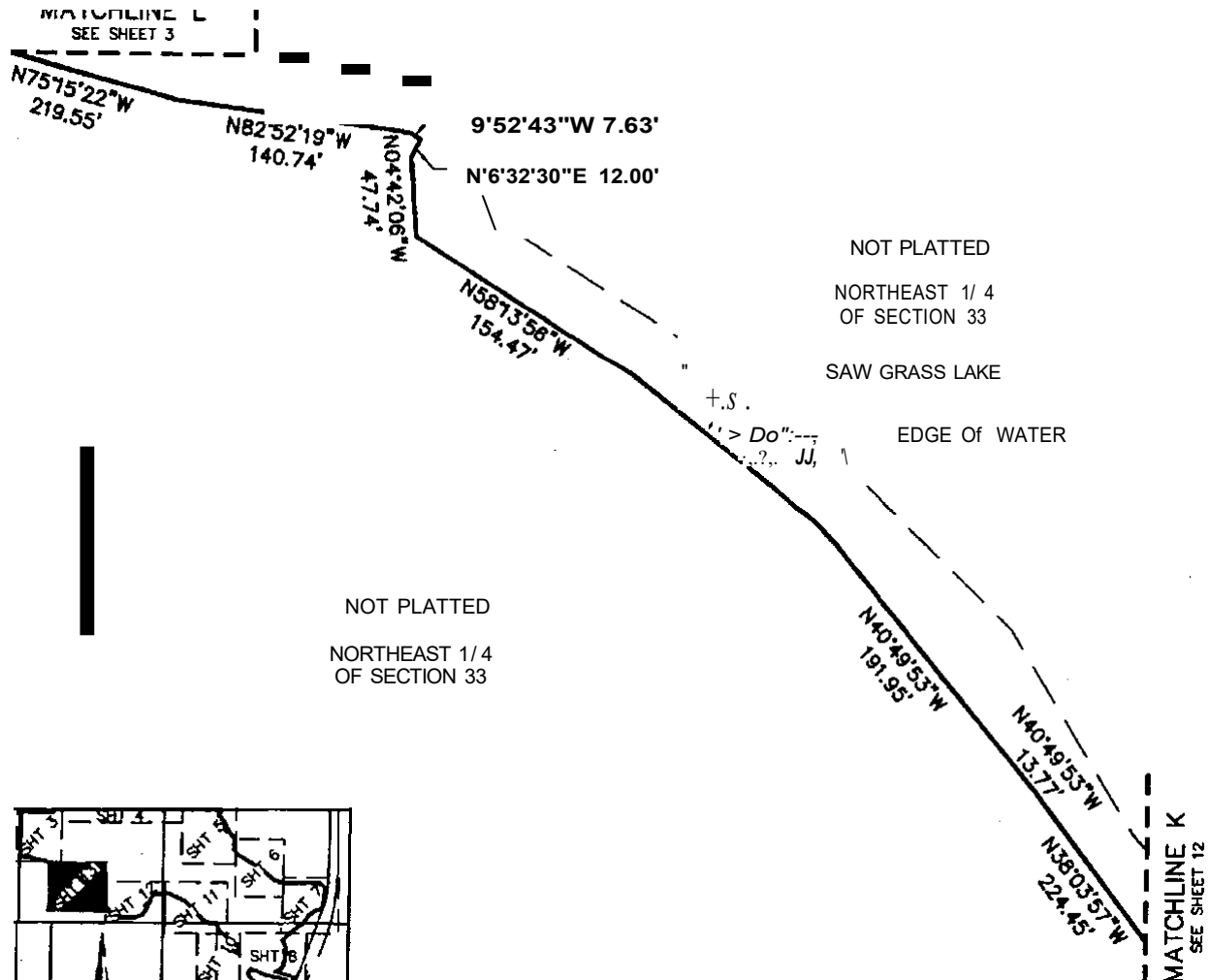
DRAWN BY: DH_

CHECKED BY: _____ MR



16 East Pant Street
1111 Grill, Imm 347871 (407) 654 m

SEE SHEET 3 THROUGH 12 OF 13 FOR SKETCH



KEY MAP
SCALE: 1" = 2000'

I: \doto\20100010\sketches\sketch e - ce SOO-C (13}

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 23- 7 ORAN COUNTY FLORIDA BEING A BEARING OF N69°43' 45"E.



16 East Pant Street
Mr firill, Rliir Jf78Jt (407) &54 ili5

LEGAL DESCRIPTION

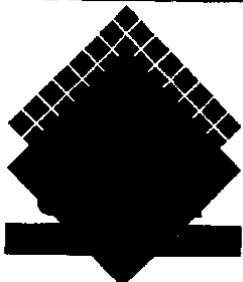
SHEET 1 OF 2 DESCRIPTION
SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION

A STRIP OF LAND WITH VARYING WIDTH LYING IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA; THENCE RUN S89°44'32"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1753.06 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10190, PAGE 5867 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE DEPARTING SAID SOUTH LINE, RUN N00°04'09"E ALONG SAID WEST LINE, A DISTANCE OF 1249.69 FEET TO THE POINT OF **BEGINNING**; THENCE CONTINUE N00°04'09"E ALONG SAID WEST LINE, A DISTANCE OF 27.28 FEET; THENCE DEPARTING SAID WEST LINE, RUN S76°00'41"E A DISTANCE OF 46.01 FEET; THENCE S72°55'14"E A DISTANCE OF 50.84 FEET; THENCE S83°24'28"E A DISTANCE OF 67.50 FEET; THENCE N87°19'42"E A DISTANCE OF 64.94 FEET; THENCE N56°10'13"E A DISTANCE OF 42.48 FEET; THENCE N49°51'38"E A DISTANCE OF 43.20 FEET; THENCE N57°02'55"E A DISTANCE OF 57.18 FEET; THENCE S88°49'40"E A DISTANCE OF 83.61 FEET TO THE WEST LINE OF LAKEVIEW POINTE AT HORIZON WEST PHASE 28 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 45 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE S00°04'06"W ALONG SAID WEST LINE, A DISTANCE OF 33.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N68°38'45"W A DISTANCE OF 4.38 FEET; THENCE S72°51'08"W A DISTANCE OF 31.46 FEET; THENCE S80°30'58"W A DISTANCE OF 80.70 FEET; THENCE S89°11'41"W A DISTANCE OF 2.00 FEET; THENCE S72°22'19"W A DISTANCE OF 18.22 FEET; THENCE S55°02'37"W A DISTANCE OF 82.03 FEET; THENCE S80°27'29"W A DISTANCE OF 19.65 FEET; THENCE S84°32'36"W A DISTANCE OF 9.79 FEET; THENCE N89°46'07"W A DISTANCE OF 59.05 FEET; THENCE N58°09'31"W A DISTANCE OF 2.24 FEET; THENCE N74°13'43"W A DISTANCE OF 33.71 FEET; THENCE N77°04'57"W A DISTANCE OF 104.86 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 13,297.648 SQUARE FEET (0.305 ACRES), MORE OR LESS.



SURVEYOR'S NOTES:

I:\data\20100010\skate:hess\sketch 8 - c* S00-CS (1)

THIS IS NOT A SURVEY.

THE OBLIGATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.

THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.

BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33-23-27

ORANGE NTY I A B N A EARIN 9-44-32-W.

JOB NO 20100010

CALCULATED BY: DH

FOR THE LICENSED BUSINESS # 6723 BY:

DA 7-5-16

ORIGIN BY: DH

SCA N/A

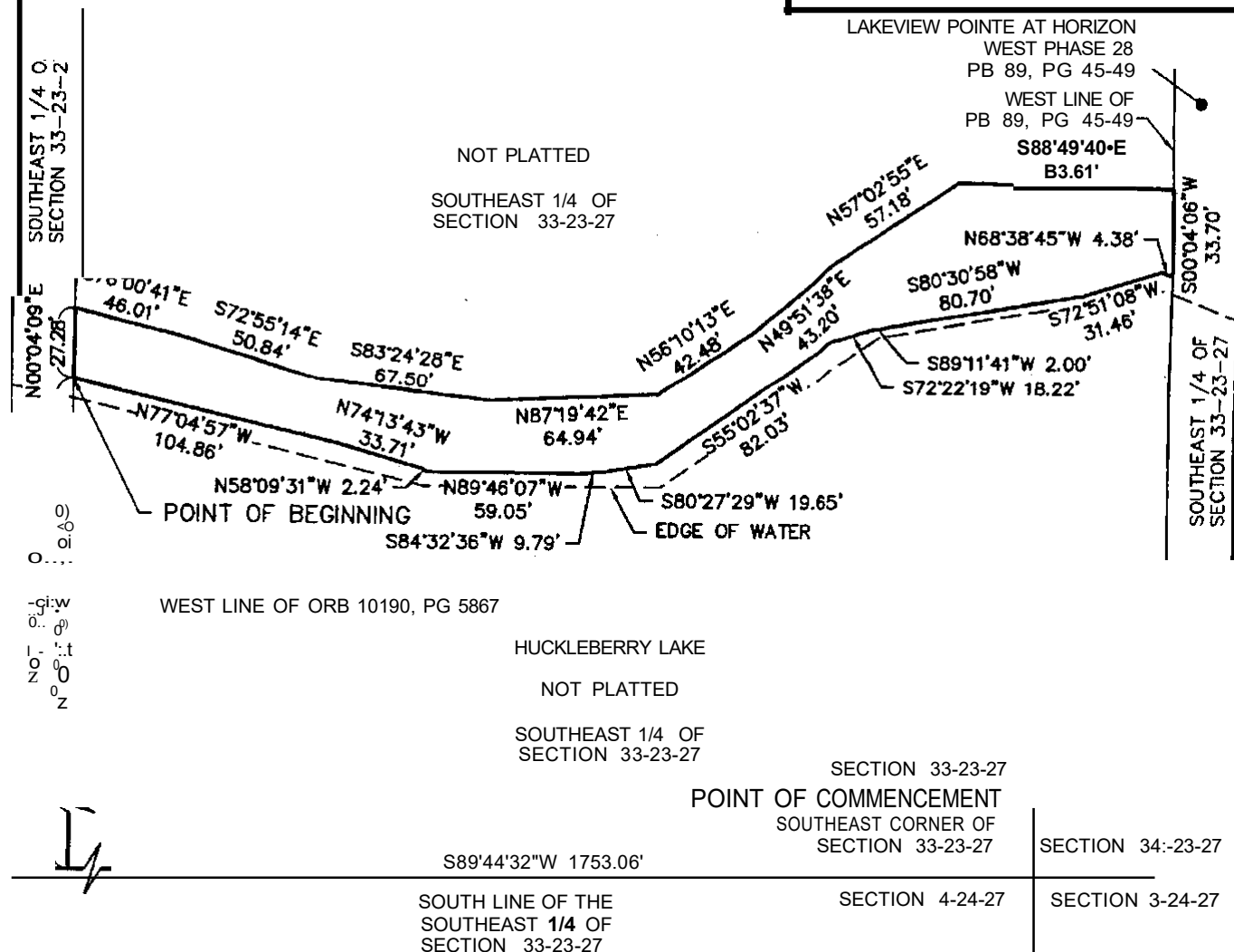
CHECKED BY: MR

FIELD BY: N/A

JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2 DESCRIPTION
SEE SHEET 1 OF 2 FOR DESCRIPTION



LEGEND

PB PLAT BOOK
PG PAGE OR PAGES
ORB OFFICIAL RECORDS BOOK

SURVEYOR'S NOTES:

I:\data\20100010\sketches\sketch B - ce SOO-CS (2)

THIS IS NOT A SURVEY.
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THIS LEGAL DESCRIPTION AND SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF TITLE.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33-23-27 ORANGE COUNTY FLORIDA BEING A BEARING OF S89°44'32"W.

JOB NO 20100010

DA 7-5-16

SCA 1' - 60'

FIELD BY: N/A

CALCULATED BY: DH

DRAWN BY: DH

CHECKED BY: MR



16 East Pant Street
1111a Girds, Florida 34787 (407) 654 535.5

EXHIBITC

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"] •

Buffer Restoration Management Plan Village F-Emerald

This plan has been created to set a standard for the management, maintenance and monitoring of the area to be enhanced as part of the management associated with the Village F-Emerald project site. This plan is designed to keep the buffer restoration area in a native vegetative condition, in an effort to enhance the wildlife habitat value of the upland buffer.

Baseline data regarding the buffer restoration areas will be submitted to the District upon permit issuance and grading, clearing and planting activities have been completed. This data will consist of a quantitative evaluation of the buffer restoration areas, to include its overall condition and vegetative composition. The buffer restoration areas will be treated for nuisance vegetation, as outlined in the SFWMD permit. Once the areas have been graded, cleared and replanted, the maintenance, management and monitoring of the areas will begin. Maintenance and management of the buffer restoration areas will occur in perpetuity.

The buffer restoration area will be planted with nursery stock, bareroot specimens of Sand Cordgrass (*Spartina bakeri*), on 3-foot centers. A shrub component will also be installed with 3-gallon Wax Myrtles (*Myrica cerifera*), on 7-foot centers. The area of upland buffer enhancement will cover approximately 1.37 acres. 6,631 plants and 1,218 shrubs will be planted in the buffer area. Success criteria will include an 80% survival rate for the below planted species.

bareroot

Sand Cordgrass (*Spartina bakeri*)

6,631 plants required

3-gallon

Wax Myrtle (*Myrica cerifera*)

1,218 shrubs required

Management and Maintenance

Specific management practices that will be employed within the buffer restoration areas will consist of hand clearing and/or herbicide application, as required. These management practices will be utilized in an effort to control and eradicate any nuisance, noxious, invasive or opportunistic species within the buffer restoration areas. Monthly maintenance inspections will occur within the buffer restoration areas to determine what, if any, management activities are required. Details of the management activities will be noted in the annual monitoring report.

All portions of the buffer restoration areas will be managed for the benefit of wildlife and vegetative composition. Obviously, the most important component of the management is treatment of nuisance and noxious vegetation, in perpetuity. It is anticipated that the buffer

restoration areas will require little long-term management once the natural systems are restored and self-perpetuating. Maintenance will include removal of any exotic or nuisance plant species (including, but not limited to cattails; primrose willow, water hyacinth, torpedo grass, etc...). No more than 5% total coverage of such exotic or nuisance species shall occur between maintenance events.

Quantitative Monitoring

The area associated with the buffer restoration will be quantitatively monitored for a period of three (3) years. The monitoring events will occur on a semi-annual basis (i.e. March/April and August/September). The records of the monitoring events, which will be provided to the District on an annual basis, will include the following:

- 1) The date, exact place and time of sampling measurements.
- 2) The person responsible for performing the sampling, measurements and analysis.
- 3) The analytical techniques or methods utilized.
- 4) The result of such analyses including:
 - a) Photographs of the mitigation site.
 - b) Status of invader species.
 - c) Plant mortality.
 - d) A description of any problems encountered during evaluation and proposed solutions.

Nuisance Removal

The applicant will quantify the coverage of nuisance species by estimating percent cover. The belt transect method will be utilized in the monitoring process. Two (2) permanent belt transects will be established within the buffer restoration area. Each transect will be 100 feet in length and 10 feet wide through the buffer restoration areas. All planted individuals will be counted within the belt transect. During monitoring events, a 10-foot wide area will be utilized on each transect to estimate survivability and percent cover. The percent cover of each species present within the belt transect will be estimated. The data from all of the sampling stations will be compiled and summarized. At this point, the percent coverage for each species can be extrapolated to estimate the percent coverage for the entire buffer restoration areas. A baseline monitoring event will be performed once the areas are graded, cleared and replanted. A baseline report will be submitted to the District within 30 days of the baseline monitoring event.

In addition to the vegetative portion of the quantitative monitoring to be conducted within the buffer restoration areas, wildlife information will also be recorded. All wildlife utilization will be noted within and around the buffer restoration areas. Photographs will be taken at random points within the buffer restoration areas, as well as at the end points of the transects.

Success Criteria

To demonstrate that the mitigation is successful, the following criteria must be maintained.

- I) 0% coverage of Category I exotic vegetation immediately following a maintenance activity.
- 2) Coverage of exotic species shall not exceed 5% and coverage of nuisance plant species shall not exceed 10% of total cover between maintenance activities.
- (3) 80% survival of planted specimens.
- (4) 80% coverage of planted specimens and/or desirable native species

MANAGEMENT SCHEDULE

Recording of CE	March, 2017
Baseline Monitoring	March, 2017
Baseline Monitoring Report	April, 2017
Initial Earthwork and Clearing	February, 2017
Planting	March, 2017
Initiation of Maintenance Events	April, 2017
Wet Season Monitoring Event	September, 2017
1st Annual Monitoring Report Due	November, 2017
Dry Season Monitoring Event	April, 2018
Wet Season Monitoring Event	September, 2018
2nd Annual Monitoring Report Due	November, 2018
Dry Season Monitoring Event	April, 2019
Wet Season Monitoring Event	September, 2019
3rd Annual Monitoring Report Due	November, 2019