

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
HARVEST LANDING**



This document prepared by  
and after recording return to:

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

**NOTICE: PURSUANT TO SECTION 7.5, UPON THE SALE OR RESALE OF A DWELLING,  
A CAPITAL ASSESSMENT IS REQUIRED TO BE PAID**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR HARVEST LANDING**

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,  
AND RESTRICTIONS FOR HARVEST LANDING**

**THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR HARVEST LANDING** is made as of and on the Effective Date, by **BEAZER HOMES CORP.**, a Tennessee corporation ("Declarant"), whose post office address is 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751.

**RECITALS:**

**A.** Declarant owns the real property described in the plat for Harvest Landing, as recorded in Plat Book 666, Pages 27 through 30, inclusive, of the Public Records (the "Plat"), and which is also more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Initial Property").

**B.** The Initial Property is the first phase of a proposed multiple phase residential community known as "Harvest Landing" (the "Development").

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

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

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

**DECLARATIONS:**

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

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

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

**ARTICLE I**

**DEFINITIONS**

**Section 1.01. Definitions.** Capitalized terms used above or herein that are not defined in this Article I shall have the meanings given to such terms elsewhere in this Declaration. When used in this Declaration, the following terms shall have the following meanings:

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

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

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

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

(iii) Drainage Improvements within Easements. The Association shall maintain, repair, and replace all drainage improvements within the Property, including, without limitation, within all platted drainage easements, as shown on any Recorded Plat, all in accordance with the Permit. The foregoing to the contrary notwithstanding, each Owner shall provide routine landscape maintenance, mowing and removal of trash and debris within the portions of the SWMS lying within that Owner's Lot, if any, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof; and

(iv) Easements. The Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permit), irrigation lines and equipment, landscape materials and features, tiebacks and fencing, wall paint or other surface finish, and other improvements from time to time located within all wall and landscape easements created in favor of the Association as shown on any Recorded Plat. Notwithstanding the foregoing, the Owner of each Lot encumbered by a wall easement shall maintain all landscaping lying between the wall and that Owner's Dwelling, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. Said Owner of any Lot encumbered by a wall easement shall not utilize the wall in any way, including, for example, affixing lights or hanging baskets to the wall. No digging by Owner is permitted within easement areas.

The foregoing duties and prerogatives of the Association are subject to the terms of Article IV, hereof, regarding potential implementation of one or more MSTU/MSBU or similar mechanisms to assume responsibility for and collect the funds necessary to pay the costs of any of the foregoing or any

other services that would otherwise be the responsibility of the Association under this Declaration or otherwise.

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

(d) “Assessments” shall mean and include: (i) annual assessments or charges; (ii) special assessments; (iii) Individual Assessments; (iv) a one-time only start-up assessment (“Start-Up Assessment”); (v) assessments or amenity fees permitted pursuant to the Association Act; and (vi) any interest and late charges that may be imposed by the Board at its discretion, and the cost of collection of any of the foregoing, including, without limitations, court costs and expenses/fees and reasonable attorneys' and paralegals' fees before trial, at trial, and on appeal.

(e) “Association” shall mean and refer to the Harvest Landing Homeowners Association, Inc., a Florida not for profit corporation, and its successors and/or assigns.

(f) “Association Act” shall collectively mean and refer to Chapters 617 and 720, Florida Statutes, in effect on the Effective Date. Chapter 720 of the Florida Statutes, being the Florida legislation specifically enacted to govern the Association and the Community, shall in all instances trump the more general legislation set forth in Chapter 617 of the Florida Statutes. In the event of any ambiguity conflict between Chapter 617 and 720 of the Florida Statutes, Chapter 720 shall govern as necessary to resolve any such ambiguity or conflict.

(g) “Board”, “Board of Directors” or “Directors” shall mean and refer to the Board of Directors of the Association.

(h) “Builder” or “Homebuilder” shall mean and refer to any legal entity that has acquired or that acquires title to any Lot expressly in furtherance of: (i) the business of developing the Lot for eventual construction of Dwellings thereon in the ordinary course of such entity's business; or (ii) the business of constructing Dwellings thereon for later sale to other Third-Party Purchasers in the ordinary course of such entity's business. Declarant, prior to and after Turnover, shall be deemed a Builder.

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

(j) “Common Area(s)” or “Common Property” shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Without limiting the generality of the foregoing, Tracts C, D, E, F, G and H depicted on the Plat shall be Common Property. Common Property shall include, but not be limited to, easement areas which are held by the Association as grantee. Additional Property may contain Common Property, but no commitment is made that any Additional Property will in fact contain Common Property. The definition of “Common Property” shall also include the definition of “common area” defined in the Association Act.



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

(l) “Conservation Easement Area(s)” shall mean and refer to all of such areas so designated upon any Recorded Plat, if any.

(m) “Constituent Document(s)” or “Governing Document(s)” shall collectively mean the “governing documents” (as that term is defined in the Association Act) and the Rules and Regulations.

(n) “County” shall mean and refer to Lake County, Florida.

(o) “Declarant” shall mean and refer to Beazer Homes Corp., a Tennessee corporation, its successors and/or assigns. No successor or assignee of Declarant shall have any rights, privileges, liabilities or obligations of Declarant under this Declaration or any other Constituent Document unless such rights and obligations are specifically set forth in an instrument of succession and/or assignment, or unless such rights expressly pass by operation of Law from Declarant to such successors and/or assigns.

(p) “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Harvest Landing, as amended, modified, restated or supplemented.

(q) “Deficit Fund” or “Deficit Funding” shall mean and refer to Declarant's subsidizing of the Common Expenses of the Association pursuant to this Section 7.08 hereof and FL. STAT. §720.308(1)(b).

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

(s) “District” shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(t) “Dwelling” shall mean and refer to any single family residence or dwelling unit located on a Lot.

(u) “Effective Date” shall mean and refer to the date that this Declaration is recorded in the Public Records.

(v) “Eligible Property” shall mean and refer to any parcel, tract, or any other part of the Property including, but not limited to, any Lot or any part of the Common Property.

(w) “Fiscal Year” shall mean and refer to a calendar year.

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

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

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

(aa) “Local Government” shall mean and refer to the City of Clermont, Florida.

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

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

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

(ee) “Officer(s)” shall have the meaning given to such term in the Articles or the Bylaws.

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

(gg) “Permit” shall mean and refer to General Environmental Resource Permit No. 137235-1 issued by the District.

(hh) “Property” shall mean and refer to the Initial Property, together with any Additional Property hereafter annexed to this Declaration pursuant to Article II hereof.

(ii) “Public Records” shall mean and refer to the official or public records of the County, or such other place designated from time to time as the official County location for

recording documents affecting and encumbering title to real property and any improvements located thereon.

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

(kk) “Recorded Plat(s)” shall mean and refer to any and all subdivision plats of the Property, including the Plat, recorded in the Public Records.

(ll) “Rules and Regulations” shall mean and refer to the HOA Rules, the ARB Rules, and the Planning Criteria, as any of the foregoing may be amended, modified or supplemented from time to time.

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

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

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

(pp) “Surface Water Management System” or “SWMS” means the overall Stormwater Management System, all as permitted by the District pursuant to Chapter 40C, Florida Administrative Code. The term “Surface Water Management System” or “SWMS” shall include, but is not limited to: inlets, ditches, swales, culverts, water control structures, pipes, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, in wetland mitigation areas. The SWMS is located on land that is designated as Common Property on any Recorded Plat, including the Plat; provided, however, that portions of the SWMS may be constructed and located on individual Lots.

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

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

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

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

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

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

## ARTICLE III

### THE ASSOCIATION

**Section 3.01. The Association.**

(a) The Association is and shall remain a Florida nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned,

required or permitted to be done by the Association by virtue and authority of the Constituent Documents and applicable Law, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the operation, maintenance, administration, repairing, replacing, insuring and improvement of the Property, the Common Property and all Areas of Common Responsibility. Neither the Articles, the Bylaws or any of the other Constituent Documents shall be amended or interpreted so as to be or become inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

(b) The Officers and Directors of the Association shall be required to be either (1) Members, or (2) an appointed agent of Declarant. The Board, and such Officers as the Board may appoint from time to time, shall conduct the affairs of the Association. Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary that he or she has read this Declaration, the Articles, the Bylaws, the Rules and Regulations, and any other written rules and policies of the Association; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's appointment or election. However, the Association's failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

(c) The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the District.

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

**Section 3.03. Voting Rights and Turnover of Association.** The Association shall have two (2) classes of voting membership as follows:

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

(b) Class "B". The sole "Class 'B' Member" or "Class B Member" shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot in the Property owned by Declarant. Upon the execution of this Declaration, Declarant shall have Three Hundred Twelve (312)

Class "B" votes representing three (3) votes for each of the One Hundred Four (104) Lots located on the Initial Property. In all, Declarant expects but shall not be required to develop and submit a total of One Hundred Four (104) Lots to this Declaration and to the jurisdiction of the Association. Notwithstanding anything to the contrary set forth herein or otherwise, unless Declarant voluntarily elects otherwise, until Turnover occurs, the minimum number of votes that Declarant, as the Class "B" Member, shall have shall be the total number of the Class "A" Member votes, plus one (1). The Class "B" Member shall be entitled to cast all or any of its votes in any vote or election held by the Association.

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that conveyed Lot shall automatically lapse. The Class "B" membership, in its entirety, shall terminate and become converted to Class "A" membership upon the earlier of the following events, the earliest of which shall be deemed the "Termination Event":

(i) When the total outstanding Class "A" membership votes in the Association equals or exceeds the total outstanding Class "B" membership votes; or

(ii) At such earlier time as Declarant, in its sole and absolute discretion, may so elect to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

(iii) Upon the occurrence or happening of a Turnover Event.

Upon the happening of the Termination Event, Declarant shall, pursuant to the provisions of the Articles, the Bylaws, and to the extent required by the Association Act, call a special meeting of the Members as soon as reasonably possible to advise of the termination of the Class "B" membership interests.

(d) Turnover of Documents. Upon the happening of the Termination Event, Declarant shall, in accordance with FL. STAT. §720.307(4), at Declarant's expense, no more than ninety (90) days after the happening of the Termination Event, deliver the following documents to the Board: (a) a properly executed and acknowledged quit-claim deed conveying all of the Common Property then owned by Declarant to the Association along with such other conveyances or easements with respect to the Common Property as required by any Recorded Plat; (b) the original of the recorded Declaration; (c) a certified copy of the Articles; (d) a copy of the Bylaws; (e) the minute books and all minutes, resolutions and records of the Association; (f) the Rules and Regulations; (g) resignations of the Directors who are required to resign because Declarant is required to relinquish control of the Association; (h) the financial records of the Association from the date of the Association's incorporation through the date of its turnover; (i) all Association funds and control thereof; (j) all tangible property of the Association; (k) a copy of all contracts which then may be in force with the Association as one of the parties; (l) a list of the names and addresses and telephone numbers of all contractors, subcontractors, employees or others in the current employ of the Association; (m) all insurance policies insuring the Board, the Association or the Property then in effect; (n) all permits issued to the Association by any Governmental Authorities; (o) all warranties in favor of the Association or the Property then in effect; (p) a roster of current Owners and their addresses, telephone numbers and Section and Lot numbers; (r) all employment and service contracts that may then be in effect with the Association as one of the parties; and (s) the Association's financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of Turnover. The records shall be audited by an

independent certified public accountant for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each Fiscal Year since incorporation. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Board of Accountancy, pursuant to Chapter 473, Florida Statutes. The certified public accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures both for Association purposes and billings, cash receipts, and related records of the Association to determine that the Declarant was charged and paid the proper amount of Assessments.

(e) Transition of Control. Any other provision of this Article III to the contrary notwithstanding, Members Other Than Declarant (as that term is defined below), shall be entitled to elect at least a majority of the members of the Board of Directors not later than: (i) three (3) months after ninety percent (90%) of the Lots in all phases of the Development that will or may ultimately be operated by the Association have been conveyed to Class "A" Members; (ii) (A) a certain other percentage of the Lots have been conveyed to Class "A" Members, or (B) such other date or event has occurred, as either requirement under (A) or (B) above, is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of the Lots; (iii) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents, with there being a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid assessments or guaranteed amounts under FL. STAT. §720.308 for a period of more than 2 years; (iv) upon Declarant filing a petition seeking protection under Chapter 7 of the U.S. Federal Bankruptcy Code; (v) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities hereunder first arising after the date of such assignment; or (vi) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 day after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members (the happening of any event described above in this Section 3.03(e) (i) through (vi) shall be referred to herein as the "Turnover Event" after which "Turnover" shall occur).

(f) Turnover of Board. Prior to Turnover, (a) the Board shall consist of three (3) Directors; and (b) the number of Directors may not be increased or decreased without the Declarant's prior written consent, which consent may be granted or denied by the Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the time of Turnover, unless otherwise required by Florida law. After Turnover, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, the Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) member of the Board for as long as the Declarant is the Owner of at least five percent (5%) of the total number of the combined Lots within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon the Declarant to exercise such right to elect such one (1) Director. Prior to Turnover, Directors appointed or elected by Declarant may only be removed and replaced by Declarant, the Class "B" Member, pursuant to this Declaration, the Articles, and the Bylaws. Notwithstanding the foregoing, Members other than the Declarant are entitled to elect at least one (1) member of the Board if fifty percent (50%) of the Lots in all phases of the community which will ultimately be operated by the Association have been conveyed to Members other than the Declarant. Any Directors appointed by the Declarant prior to Turnover, or appointed or elected by the Declarant pursuant to this subsection, need not be Members of the Association and need not be residents of the State of Florida. All other Directors shall be Class A Members of the Association or designated representatives of the Class B Members of the Association,

and residents of the State of Florida. No Member or Owner (other than Declarant or any Director appointed or elected by Declarant pursuant to the terms hereof) may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent or deficit with regard to payment of any monetary obligation owed to the Association, or (ii) such Member or Owner has been convicted of a felony or any offense in another jurisdiction that would be considered a felony unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from the Board. The Board shall fill the vacancy according to the applicable provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

(g) Officers. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the applicable provision of the Governing Documents until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer. For purposes of this subsection, the term "Members Other Than Declarant" shall not include Builders, contractors or other parties who purchase or hold the title to a Lot solely for the purpose of constructing a Dwelling hereon for resale.

**Section 3.04. Multiple Owners.** Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that such Owner was acting with the authority and consent of all other Owners of that Lot.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

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

(b) Rights and easements to drain across the SWMS in accordance with the Permit, District rules, and the Rules and Regulations; and

(c) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Property, but only in



accordance with all Laws and the requirements of the applicable Governmental Authorities or entities which regulate said utilities; and

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

**Section 4.02. Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the SWMS for access thereto and to operate, maintain or repair the system. By virtue of said easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the SWMS, at a reasonable time and in a reasonable manner, to operate, maintain or repair the SWMS as required by the Permit, subject to any maintenance responsibilities assumed by any Governmental Authorities. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire SWMS. No person shall alter the drainage flow of the SWMS, including buffer areas or swales, without the prior written approval of the Local Government, Association and the District.

**Section 4.03. Title to Common Property.** In accordance with the requirements set forth in Section 3.03(c) hereof, Declarant shall convey to the Association or, if required by the Local Government incidental to the establishment of an MSTU/MSBU as described in Article IV, Section 4.08 hereof, dedicate to the Local Government for the uses and purposes set forth in this Declaration or in any Recorded Plats, fee-simple title in and to the Common Property, free and clear of all encumbrances except current real estate taxes and assessments not yet due and payable, any Recorded Plats, this Declaration and any easements or matters recorded in the Public Records prior to such conveyances to the Association. Once conveyed to the Association, the Common Property may not be mortgaged, liened or further conveyed without the consent of at least two-thirds (2/3) of the Members (excluding Declarant).

**Section 4.04. Intentionally Omitted**

**Section 4.05. Extent of Easements.** The rights and easements created in this Article IV shall be governed by the following:

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

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

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

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

(e) Applicable Laws.

**Section 4.06. Additional Easements over Common Property.** Declarant hereby creates, reserves and declares to exist, the following licenses, rights, privileges and easements over, under, in and through the Common Property, subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the SWMS and the Easement Area, including, but not limited to, any upland buffers: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and such other equipment and improvements necessary, convenient, or desirable for the completion, marketing, use and enjoyment of the Property; (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to locate thereon wells, pumping stations, lift stations and irrigation systems and lines; (iv) easements of ingress, egress and access for purposes of development, construction and marketing of the Property; and (v) such other rights as may be reasonably necessary, convenient or desirable to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easements, utilities, equipment, improvements or services. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the Streets or within the Common Property or any easements as shown on any Recorded Plats or as otherwise properly established. The easements and rights-of-way herein reserved (y) shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association or dedication to the Local Government or appropriate Governmental Authority until such time as Declarant has sold all Lots in the Property, and (z) shall continue in favor of Declarant until such time as any lands separately developed by Declarant and located adjacent to the Property have been conveyed to unrelated third-parties; provided, however, that such unrelated third-party is not a Builder that holds the title to any such property for the purpose of constructing a Dwelling thereon for resale.

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

**Section 4.07. Delegation.** Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same shall not be construed to create any rights in the general public or any other party.

**Section 4.08. MSTU/MSBU.** Declarant or the Local Government may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (referred to in this Declaration as "MSTU/MSBU"), to provide for any one or more of the following: (a) operation, management, administration, maintenance, repair, and replacement by the Local Government of any of the Common Property, and any recreational, drainage or other improvements whatsoever at any time located thereon, for the uses and purposes set forth in this Declaration or in any applicable Recorded Plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the Local Government; (b) construction, maintenance, repair, replacement, or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities, in, on, under or within the Common Property or any easement areas for the use and benefit of

the Property and the occupants thereof; and (c) construction, operation, maintenance, repair and replacement of Street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration, the MSTU/MSBU, or by the applicable Governmental Authority. Notwithstanding the foregoing, the Association may elect, from time to time, to aesthetically maintain any property otherwise maintained or to be maintained by the MSTU/MSBU and if Association does so, no Owner or Member, as a result thereof, shall thereby receive or be entitled to a discount for any ad valorem taxes or assessments assessed by or in connection with the MSTU/MSBU. If established, each Owner and Member acknowledges and agrees that the costs incurred by the MSTU/MSBU may be billed directly to the Owners or to the Association for subsequent assessment to the Owners and Lots.

**Section 4.09. Conservation Easement Area(s).** The upland buffer located adjacent to Wilma Lake is subject to that certain Declaration of Restrictive Covenants recorded in Official Records Book 4548 Page 2407 of the Public Records of Lake County, Florida.

## ARTICLE V

### GATED COMMUNITY

**Section 5.01. Definitions.** The definitions set forth in Article I of this Declaration are, as applicable, supplemented, amended, or replaced with the following definitions:

(a) “Gated Community Subdivision Infrastructure” shall mean and refer to: (i) the Common Streets and Roads and any related sidewalks and bike paths; (ii) the Surface Water Management System; and (iii) the Related Subdivision Infrastructure.

(b) “Related Subdivision Infrastructure” shall mean and refer to any and all entrance and exit gates, and any and all related improvements, facilities, structures, and appurtenances erected or installed at any time to control or attempt to control access to and from the Property.

(c) Streets. The definition of “Streets” set forth in Article I of this Declaration is deleted in its entirety and is replaced as follows: “Common Streets and Roads” or “Streets” shall mean and refer to the rights-of-way of all streets, roads, alleys, boulevards, drives, courts, ways, and cul-de-sacs within the Property, as the same are described in and depicted on any Recorded Plat, and all paving, curbs, and other improvements, facilities, and appurtenances whatsoever constituting part of the roadway system of the Property, including, but not limited to, the Related Subdivision Infrastructure, Street lights, traffic control signage, and all utility lines under or within such Streets, conveyed to the Association as Common Property pursuant to this Declaration or otherwise; but specifically excluding and not including any utility lines located under or within such Streets as may be owned by private or public utility companies or any Governmental Authority from time to time providing utility services to the Property; and provided, further, that Streets shall exclude and not include any areas, improvements, facilities, and appurtenances from and after the time that such areas, improvements, facilities, and appurtenances are accepted by conveyance or dedication by the Local Government or other appropriate Governmental Authority or quasi-governmental entity.

**Section 5.02. Establishment; Maintenance at Common Expense; Reserves.**

(a) Declarant intends that the Property be approved and developed as a gated community limiting access by the public through the utilization of the Related Subdivision Infrastructure. By acceptance of a deed or other conveyance to a Lot or any other part of the Property, each Owner and Member shall be deemed to have acknowledged and agreed that such Related

Subdivision Infrastructure and the Common Streets and Roads: (i) are or shall be perpetually privately owned by the Association, as Common Property; (ii) are and will not be public or dedicated to the public; and (iii) are and shall, all at Common Expense by the levying of one or more types Assessments from time to time, be maintained, repaired, and replaced by the Association as and to the extent provided in this Declaration and as determined by the Declarant or the Board (after Turnover) from time to time. In addition, by acceptance of a deed or other conveyance to a Lot or any other part of the Property, each Owner and Member shall be deemed to have acknowledged and agreed that Declarant's and Association's liability, obligation, and responsibility with respect to the Common Streets and Roads and the Related Subdivision Infrastructure shall be only as and to the extent expressed provided in this Declaration.

(b) In addition to such other reserve accounts and funds maintained by the Association from time to time pursuant to or under the authority of this Declaration or the Association Act, the Declarant or the Association (after Turnover), at Common Expense, via the levying of one or more types of Assessments, may elect from time to time to establish, keep, maintain, and replenish reserve accounts/funds specific to the Gated Community Subdivision Infrastructure or any part thereof (collectively, the “Gated Community Accounts”), which Gated Community Accounts may include, but are in no way limited to, the following types and kinds of accounts:

(i) A routine infrastructure maintenance account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as scheduled maintenance and for unscheduled repair of the Streets, the SWMS (including the stormwater detention/retention areas), sidewalks, curbing, bike paths, traffic-control signage and other Association infrastructure appurtenant to the Streets and the SWMS, all as determined by Declarant or the Board (after Turnover). Monies on deposit in said account may also be used for scheduled maintenance and unscheduled maintenance and repair of the Related Subdivision Infrastructure, as determined by Declarant or the Board (after Turnover).

(ii) A capital-repair/streets account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as resurfacing and related reconstruction of the Streets, generally (but not necessarily) every twelve (12) years after issuance of a certificate of completion for the Streets, all as determined by Declarant or the Board (after Turnover).

(iii) A capital-repair/drainage pond account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as major repair and reconstruction of the stormwater detention/retention areas of the SWMS, generally (but not necessarily) every ten (10) years after issuance of a certificate of completion for the SWMS, all as determined by Declarant or the Board (after Turnover). Said reconstruction and repair of said detention/retention areas may include, but not be limited to, dredging and sediment removal.

(iv) Capital-repair/other infrastructure account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as for major repair, reconstruction, resurfacing, and replacement of the other parts of the infrastructure related to the Streets and the SWMS (such as the stormwater conveyance systems), sidewalks,

curbing, and bike paths, all as determined by Declarant or the Board (after Turnover). The monies on deposit in said account may also be used for the major repair, reconstruction, and replacement of the Related Subdivision Infrastructure, as determined by Declarant or the Board (after Turnover).

(v) Storm debris removal account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as the costs of storm debris clean-up and removal, such as clearing downed trees, landscape, and other storm-created debris from the Streets, sidewalks, and the SWMS (including stormwater detention/retention areas), and removing such debris to a landfill or other county-provided drop-off site, all as determined by Declarant or the Board (after Turnover).

(c) If established, the Gated Community Accounts must be asset accounts maintained separate and apart from all other funds and accounts of the Association, and for accounting purposes the Association may not commingle these accounts with other funds and accounts of the Association. Notwithstanding anything in the foregoing to the contrary, the monies in the Gated Community Accounts may be commingled with monies in other Association accounts for banking and investment purposes, and may be pooled with other Association monies in a common investment program, so long as the financial books and records of the Association account for the monies within the Gated Community Accounts separately and apart from all other Association monies. All earnings, if any, from any investment of monies held in the Gated Community Accounts shall remain in and form a part of the principal of the respective Gated Community Account.

(d) Regardless of whether one or more Gated Community Accounts are established or in existence from time to time, each Owner shall, nonetheless, and at all times, still be solely responsible for providing routine landscape maintenance, mowing, and removal of trash and debris within the portions of the SWMS lying within that Owner's Lot, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof.

(e) As with all reserves established pursuant to or by virtue of this Declaration or the Association Act, if any Gated Community Accounts are established, Declarant, provided it complies with FL. STAT. §720.308(4), shall not be required to pay any Assessments levied in connection with said Gated Community Accounts.

### **Section 5.03. Easements; Traffic Control.**

(a) Subject at all times to the terms, conditions, and provisions of Section 4.05 hereof, for so long as the Streets are privately controlled and maintained, Declarant creates for the benefit of Declarant and the Members, a perpetual, nonexclusive easement for access, ingress, and egress over the Streets, for law enforcement, firefighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school business; for U.S. Postal Service delivery vehicles and personnel; for private delivery or courier services; for vehicles and personnel providing domestic services; and for vehicles, equipment, and personnel providing utility services or garbage/recycling collection service to the Property. Such easement shall not, under any circumstances whatsoever, authorize any such persons or entities to enter upon the Property except while acting in their official capacities in furtherance of such business.

(b) The enforcement of traffic laws within the Property, as requested by the Association, shall be by the County sheriff or City police force, as appropriate, and all costs of

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

**Section 5.04. General.**

(a) The Annual Assessments levied by the Association may be used to pay for Common Expenses incurred with regard to the Gated Community Subdivision Infrastructure, to establish, maintain, or replenish Gated Community Accounts, and to enabling the Association to perform its authorized or required functions under this Article V. Other forms of Assessments may also be levied from time to time as required in connection with the forgoing.

(b) HOA Rules may be promulgated from time to time with regard to the Gated Community Subdivision Infrastructure. The Community-Wide Standard shall apply to the Gated Community Subdivision Infrastructure.

(c) Notwithstanding anything to the contrary set forth herein, the Association shall not be permitted to sell, transfer or otherwise dispose of any lands upon which is contained any part of the Gated Communities Subdivision Infrastructure or any facilities associated with the operation of such infrastructure, without the prior written consent of the District, to the extent any such sale, transfer or conveyance impacts land upon which the Surface Water Management System is located.

**Section 5.05. Disclaimers; Acknowledgment and Waivers.**

(a) No Owner or Member shall be entitled to any discount against property or other taxes or assessments based upon the existence or Declarant's or the Association's ownership of all or any part of the Gated Community Subdivision Infrastructure.

(b) Notwithstanding the private ownership of the Common Streets and Roads, neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall, in any manner or way, whatsoever, be considered as or deemed or construed to be insurers or guarantors of the personal safety or security of any persons, including, without limitation, any Owner or Member or any tenant, guest, invitee, employee, agent or family member of such Owner or Member, or of any property, whether real, personal, or otherwise, from time to time located within or upon the Property or any portion thereof. Accordingly, neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall be responsible or held liable or accountable for the injury or death of any person or for the loss of or damage to any property by reason or on account of the failure of the Declarant, the Association, or the Related Subdivision Infrastructure or any part thereof to limit or control access to the Property or by reason or on account of the ineffectiveness of any activities directed, conducted, maintained, or supported by the Declarant or Association for that purpose. In this regard, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, or family members of such Owner, shall, by virtue of the acceptance of a deed or other conveyance of a Lot or any other portion of the Property, be deemed to have acknowledged, understood, and agreed to the foregoing and further: (i) that notwithstanding any efforts or activities on the part of the Declarant or Association to limit or control access to the Property, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, and family members of such Owner or Member,

(1.) shall take title to its Lots or any other part of the Property subject to, and hereby assumes, all risk of personal injury or death and damage to or loss of property, of whatever nature, while present or situate within or upon the Property and (2.) waives, and forever and irrevocably releases Declarant and Association from, any and all claims, losses, damages, causes of action or liabilities of any kind, character, or nature whatsoever with respect to any personal injury or death or damage to or loss of property while present or situate within or upon the Property and (ii) that neither Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents have made, nor has any Owner or Member, or any of Owner's or Member's tenants, employees, agents, guests, invitees, or family members relied upon, any representation or warranty, whether express or implied, pertaining to (a) the exclusivity or safety of the Property, (b) the effectiveness of any activities directed, conducted, maintained or supported by the Declarant or Association in order to provide for the exclusivity of, or limit or control access to, the Property, or (c) the safety or security of persons or property while located or situate on or within the Property.

## ARTICLE VI

### INSURANCE

**Section 6.01. Basic Insurance.** The Board may obtain fidelity bond coverage insuring the Association in its discretion. In addition, the Board may obtain insurance for insurable improvements on (a) the Common Property, or on (b) any Area of Common Responsibility, or on (c) any easement area benefiting the Owners or the Association; public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents; directors' and officers' liability insurance; and, any other types of insurance coverage as the Board may deem appropriate, necessary or desirable from time to time, with such insureds, deductibles, provisions, and coverage types and amounts as shall be determined by the Board.

**Section 6.02. Additional Insurance.** In addition to any other insurance required by Article VI, the Board may obtain, as a Common Expense: (A) worker's compensation insurance, if and to the extent required by law; (B) directors' and officers' liability coverage, if reasonably available; (C) flood insurance, if required; and (D) insurance or a fidelity bond for all persons who control or disburse funds of the Association. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, as determined by the Board's best business judgment, with such amounts, regardless, never being less than three (3) months' Assessments, plus all reserves on hand. If available, any such insurance policy or fidelity bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

**Section 6.03. Insurance Premiums.** Premiums for all insurance obtained pursuant to this Article VI shall be at Common Expense. The Association, in its discretion, if permitted by law, may elect to self-insure against any risk.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

#### **Section 7.01. Lien and Personal Obligation Nonpayment.**

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

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

(c) If the delinquent Assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such delinquent Assessment the aforesaid interest, late charges, collection costs, expenses and attorneys' and paralegals' fees, and all of the foregoing shall be recoverable whether or not suit be brought. The Owner shall also be required to pay to the Association any Assessments against the Lot which become due during any period of foreclosure by the Association. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling thereon as the Owner thereof.

(d) The following property shall be exempt from the Assessments, charges and liens created herein: (1) Common Property; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (3) lands conveyed or dedicated to the Local Government or other Governmental Authority, any public or quasi-public utility company, or the public; and (4) to the fullest extent permitted by the Association Act, Lots



owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 7.08 hereof. No other land or improvements in the Property shall be exempt from the Assessments, charges or liens stated above. No Owner may avoid Assessment obligations by virtue of non-use or abandonment of the Common Property or any Area of Common Responsibility, as applicable.

**Section 7.02. Purpose.** The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and obligations hereunder and under the Association Act, to exercise the powers conferred on the Association hereunder and under the Association Act, to manage, improve, operate, administrate, insure, maintain, repair and replace the Common Property and the Areas of Common Responsibility (as may be determined by the Board), and to pursue any other purpose deemed desirable, necessary, convenient or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated herein or as permitted by the Association Act: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of the Streets and all easement areas benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established; (c) acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (e) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility (as may be determined by the Board), and all easement areas benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established; (f) repayment of any deficits previously incurred by the Association; (g) funding of reserves for future Common Expenses; (h) procurement and maintenance of all insurance; (i) employment of accountants, attorneys and other professionals, administration, and experts to represent or advise the Association; (j) operation, maintenance and replacement of the SWMS for the Property in accordance with the terms of this Declaration and the requirements of the District including, but not limited to, work within retention areas, drainage structures and drainage easements; (k) monitoring and maintenance of protected wetlands and associated reporting as may be required by the District; and (l) doing anything necessary, desirable, or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

**Section 7.03. Determination of Annual Assessments.**

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

investments. The first Budget promulgated or adopted by the Declarant on behalf of the Association must designate therein the components for which reserve accounts and funds may be used.

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

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

#### **Section 7.04. Special Assessments.**

(a) Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, maintenance, repair, replacement or insurance of any improvement on the Common Property, any Areas of Common Responsibility, or on any easement benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed necessary, desirable or appropriate by the Board.

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

Declaration or permitted under applicable Law (each assessment levied pursuant to (i), (ii), or (iii), above, an "Individual Assessment").

**Section 7.05. Start-Up Assessment; Initial Annual Assessment; Capital Assessment; Due Dates.**

Annual assessments on the Lots in the Initial Property shall commence upon the closing of the first Lot in the Initial Property to a bona fide third party purchaser (a "Third Party Purchaser"), or upon the occupancy of the first Lot by a Third Party Purchaser, whichever is earlier. The annual assessment for the Initial Property for the calendar year 2014 shall be Seven Hundred Twenty-Five and No/100 Dollars (\$725.00) per Lot. Prior to Turnover, the Board shall not, without approval of the voting interests of the Class "A" Members, increase the annual assessments in any Fiscal Year by more than ten percent (10%) above what the annual assessments were in the prior Fiscal Year; provided, however, that any increase in the annual assessments in any Fiscal Year pursuant to the terms hereof must be accompanied by an equal percentage increase in the Deficit Funding obligations. At the closing of the sale of each Lot in the Property to a Third Party Purchaser, said purchaser shall pay to the Association: (i) a one-time Start-Up Assessment in the amount of Five Hundred and No/100 Dollars (\$500.00); and (ii) the entire annual assessment for the calendar year of closing, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Lot, whichever is earlier, through the end of that calendar year. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Association Fiscal Year for which they are imposed; but the Board, as provided above, may elect to collect annual assessments in monthly, quarterly or semi-annual installments. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Notwithstanding the foregoing, the Start-Up Assessment shall be due from the first Third Party Purchaser that is not a Builder. After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of the same Lot shall not be required to pay said Start-Up Assessment.

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

On each subsequent conveyance of a Dwelling following the initial sale of such Dwelling to the first Third Party Purchaser thereof, the Association shall levy and impose on such Dwelling a capital assessment of Two Hundred and Fifty and No/100 Dollars (\$250.00) (the "Capital Assessment"). The Association may use the Capital Assessment for any of the purposes and services set forth in this Declaration, including the reduction of the Declarant's Deficit Funding. The Capital Assessment shall not apply in instances of transfer of title of a Dwelling to (a) a co-Owner of the Dwelling; (b) the Owner's estate, surviving spouse or child upon the death of the Owner; (c) an entity owned by the grantor of title and/or the grantor's spouse; (d) to a Mortgagee or Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Prior to Turnover, Declarant may increase the Capital Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Subsequent to Turnover, Association may increase the Capital Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Neither Declarant nor Association makes any representation or warranty that, at Turnover, any portion of these Capital Assessment shall be in the accounts of the Association, as these monies may be used to offset Declarant's Deficit Funding.

**Section 7.06. Certificate.** Upon request, the Association, pursuant to FL. STAT. §720.30851, shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such

certificate, subject to the limitations and terms of FL. STAT. §720.30851, shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any Assessment therein stated to have been paid.

**Section 7.07. Subordination.** Expressly subject to the Mortgagee's compliance with FL. STAT. §720.3085(2)(c) and said Mortgagee's payment of all unpaid Assessments resulting from said Mortgagee's compliance with, or failure to comply with, said statute, all Assessment Liens shall be subordinate to the lien of any Mortgage. Any Mortgagee which obtains title to a Lot by lawful foreclosure of a Mortgage or by lawful and proper voluntary conveyance by deed in lieu of such foreclosure, shall not be liable for the uncollected Assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title of the Lot by said Mortgagee. Such unpaid Assessment amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring Mortgagee, on a pro-rata basis. Any such transfer to a Mortgagee under this Section 7.07 or otherwise shall not relieve the transferor of personal responsibility for any prior Assessments nor the Lot from the lien for Assessments thereafter falling due.

**Section 7.08. Funding by Declarant.** Notwithstanding anything contained in this Declaration to the contrary or otherwise, to the fullest extent permitted by the Association Act, Declarant shall not be obligated to pay any Assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from the Assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, unless expressly required by applicable law, Declarant need not subsidize or pay any Assessment amounts levied for replacement reserves or capital expenditures. If Declarant elects to Deficit Fund as permitted herein and under the Association Act, then for purpose of complying with FL. STAT. §720.308(3), the amount of the annual assessments set forth in Section 7.05 hereof, as such annual assessments may be increased per Fiscal Year as permitted in Section 7.05 hereof, shall be the maximum obligation of the Class "A" Members. If Declarant elects to Deficit Fund, then for purpose of complying with FL. STAT. §720.308(3), the amount above the annual assessments set forth in Section 7.05 hereof, as such annual assessments may be increased per Fiscal Year as permitted in Section 7.05 hereof, that is necessary to keep the Association operational shall be the amount of Declarant's guarantee of Common Expenses. It is the express intent of Declarant that this Section 7.08 be an establishment of a guarantee pursuant to FL. STAT. §720.308(2). Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of a Fiscal Year, Declarant shall continue paying on the same basis as during the previous Fiscal Year. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date that such notice is delivered to the Association. Notwithstanding the foregoing, Declarant shall never be obligated to pay any Individual Assessment or Start-Up Assessment.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

**Section 8.01. Architectural Control; ARB.** All Lots and Dwellings in the Property are subject to architectural review in accordance with this Article VIII and the Planning, Construction and Development Criteria (the "Planning Criteria") adopted and revised from time to time by the Architectural Review Board (the "ARB"). The initial Planning Criteria is attached hereto as Exhibit "E" and made a part hereof. Any amendments or modification to the initial Planning Criteria need not be recorded in Public Records. The Planning Criteria shall be written and made available to all Builders and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration, the other Constituent Documents or the Association Act.

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

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

**Section 8.02. Membership of ARB.** So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required, prior to Turnover, to be Owners or occupants of the Property. The ARB shall always consist of an odd number of members. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARB (other than those appointed or designated by Declarant) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by Declarant may only be removed by Declarant, which removal may be at any time without cause.

**Section 8.03. Approvals.** Decisions of the ARB shall be by majority action. Unless waived by the ARB, all Plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement, construction, modification or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Association and its Members, such improvement, construction, modification or alteration shall not be approved or made. Approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan or the Development or the Planning Criteria. Two (2) sets of Plans and specifications shall be submitted to the ARB by the Owner prior to applying for a building permit from the applicable Governmental Authority. Submittals and re-submittals of Plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the Plans to be returned to the Owner. Whenever the ARB disapproves Plans, the ARB shall specify the reason or reasons for such disapproval.

**Section 8.04. Violations.** The work approved by the ARB must be performed strictly in accordance with the Plans as approved by the ARB. If after Plans have been approved, the improvements are altered, constructed, modified, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition, modification or alteration, said improvement shall, in favor of purchasers in good faith and for value and Mortgagees, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the Public Records or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with this Article VIII.

**Section 8.05. Variances.** The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including, without limitation, restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable Laws. Such variances may only be granted when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARB from denying a variance in other similar or dissimilar circumstances.

**Section 8.06. Waiver of Liability.** None of Declarant, the ARB, the Directors or the Association, or any agent, employee or officer thereof, shall be liable to anyone submitting Plans for approval or to any Owner, occupant, tenant, subtenant, invitee, licensee or guest of the Property by reason of or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, reviewed, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to or contrary to such Plans. Approval of Plans, or any other approvals, variances or consents by the ARB, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with all applicable Laws, nor shall ARB approval be deemed approval of any Plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant, tenant and subtenant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the Board, the ARB, the Declarant and the Association, and all of the foregoing's directors, officers, members, agents and employees from and for any loss, claim, liability, expenses, causes of action or damages connected with the aforesaid aspects of the Plans, improvements or alterations.

**Section 8.07. Enforcement.** Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' and paralegals' fees and costs and expenses incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs, and expenses incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right, but not the obligation, to enter upon the Owner's Lot, make such corrections, alterations or modifications as are necessary, or remove anything in violation of the provisions hereof, the Rules and Regulations, or the Planning Criteria, and charge the costs and expenses thereof to the Owner as an Individual Assessment. Declarant, the Association the Board and the ARB and all of the foregoing's directors, officers, members, agents and employees, shall not be liable to the Owner

or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence, intentional misconduct or intentional wrongdoing.

**Section 8.08. Exemption.** Declarant, before and after Turnover, shall be exempt from the Planning Criteria, the ARB Rules and the architectural control provisions of this Article VIII. Declarant shall be entitled to construct or install any new improvement, and to alter or change or modify any existing improvement, without submitting Plans to or obtaining the approval of the ARB.

**Section 8.09. No Waiver of Future Approvals.** The approval of the ARB of any proposals or Plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans, specifications, drawings or matters subsequently or additionally submitted for approval or consent.

**Section 8.10. ARB Rules and Regulations.** The ARB shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB (the "ARB Rules"). The ARB Rules shall be (i) at the discretion of the Board, subject to the prior approval of the Board, (ii) consistent with the Planning Criteria, (iii) consistent with the covenants and restrictions set forth in this Declaration and (iv) published or otherwise made available to all Owners, prospective Owners and their contractors, subcontractors and other appropriate designees. All ARB Rules shall be adopted and/or amended by a majority vote of the ARB.

## ARTICLE IX

### EXTERIOR MAINTENANCE

**Section 9.01. Owner's Responsibility.** Each Owner shall keep and maintain that Owner's Lot, Dwelling and all buildings and other improvements and structures and landscaping located on that Owner's Lot in good repair and in a neat, orderly and attractive condition. The minimum (but not exclusive) standard for maintenance of improvements and structures shall be consistency with the approved Plans thereof and with the general appearance of the other Dwellings and improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner as to Dwelling, building, structure and improvements on the Owner's Lot shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the Dwelling, building, structure and improvements on the Owner's Lot (with the same colors as initially approved or with another color or colors approved by the ARB), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape materials located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum (but not exclusive) standard for maintenance of landscaping on the Owner's Lot shall be consistency with the approved Plans thereof and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings.

To the extent not included in the areas required to be maintained by the Association pursuant to Section 9.04 herein, each Owner shall, at that Owner's expense, grass over, mow and keep free of trash and debris, on a routine basis, those portions of the SWMS located on that Owner's Lot (whether or not included in a platted drainage easement depicted on any Recorded Plat). When required, major repairs to, and major maintenance and reconstruction of, components of the SWMS will be performed by the Association, at Common Expense. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted Street depicted on any Recorded Plat abutting the Owner's Lot. Each Owner shall be responsible for the Maintenance, Operation and Repair (as that term is defined below) of the swales, if any, on the Owner's Lot. The term "Maintenance, Operation and Repair", as used in this paragraph, shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted or required by the Permit or the District. Filling, excavation, or construction of fences, or the existence of anything else that interferes with drainage or otherwise obstructs the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located.

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

**Section 9.02. Assessment of Cost.** The cost of any work performed by or at the request of the Association pursuant to Section 9.01 hereof shall be assessed as an Individual Assessment against the Owner of the Lot upon which such work is done.

**Section 9.03. Access.** In order to perform the repairs or maintenance authorized by this Article IX, the designated agents, employees, contractors and subcontractors of the Association may enter upon any Lot and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and legal holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time and on any day.



**Section 9.04. Association's Responsibility.** The Association shall maintain and keep in good repair the Common Property, and as the Board deems appropriate, the Areas of Common Responsibility, and the wall, landscaping, lighting, irrigation, sign, drainage and other improvements from time to time located on either of the foregoing. Except to the extent maintenance of any portion of the SWMS has been assumed by any Governmental Authority, it is the responsibility of the Association, at Common Expense, to operate, maintain and repair the SWMS and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy special assessments or Individual Assessments therefor. Maintenance of the SWMS shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water or stormwater management capabilities as permitted or required by the Permit and the District. Any repair or reconstruction of the SWMS shall be as originally permitted or, if modified, as approved beforehand by the District.

## ARTICLE X

### RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall bind each Owner and Lot:

**Section 10.01. Wells.** No individual well water supply system shall be permitted on any Lot without the prior written approval of the ARB.

**Section 10.02. Obnoxious or Offensive Activity.** No activity or use shall be allowed upon any Lot or the Property which is a source of annoyance, embarrassment, harassment or discomfort to Owners or their tenants, subtenants, guests or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling, the Common Property or the Areas of Common Responsibility. The use of any Lot and the Property shall comply with all applicable Laws. Each Lot and the Property shall be used, enjoyed, held and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

**Section 10.03. Rules and Regulations.** Reasonable rules, regulations, policies, procedures and standards may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property (the "HOA Rules") and such HOA Rules shall be observed by the Owners, Members, tenants, subtenants, licenses, invitees, guests and occupants of all Lots. Such HOA Rules may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers, loud music, loud vehicles or other nuisances; garbage and trash disposal; parking; traffic; state of repair of vehicles; tree removal; animals; game and play structures and devices; swimming pools; television and telecommunications devices and antennae; driveways; walkways; sight distances at intersections; garages; and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce HOA Rules. Such HOA Rules may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

**Section 10.04. Animals.** Birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant living organisms generally recognized as household pets (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Animals shall be sheltered inside Dwellings. No separate or exterior building, shelter or structure for Animals shall

be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners or tenants, subtenants, invitees, guests or occupants thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing. All owners of Animals are responsible for timely cleanup of Animal waste and the Board may elect to promulgate HOA Rules to enforce the same.

**Section 10.05. Garbage and Trash.** No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers as approved by the ARB. All such sanitary containers must be stored within each Dwelling or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

**Section 10.06. Storage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an approved accessory building or structure, within a screened area, and they shall otherwise comply with Rules and Regulations established from time to time and applicable Law.

**Section 10.07. Vehicles.** Commercial and Recreational Vehicles (as defined below) are strictly prohibited from being stored in plain view, and may not be stored upon any Unit unless fully enclosed within a garage. Notwithstanding the foregoing, Commercial Vehicles used by professionals in conjunction with the provision of services to residents or the Association may be temporarily stored for a maximum of 8 hours (but not overnight, unless fully enclosed within a garage). For the purposes of this Declaration, a "Commercial Vehicle" shall be defined as a vehicle of any type having one or more of the following characteristics: (i) Visible signage displaying information which may be used for marketing purposes, including, but not limited to: business, trade or personal names; phone numbers; artwork, pictures, or graphics of any type regardless of commercial purpose; (ii) Trucks in excess of three-quarter (3/4) ton capacity; (iii) Non-passenger vehicles (i.e. trucks and utility vans) displaying commercial registration; (iv) Utility trailers of any type. For the purposes of this Declaration, the definition of "Recreational Vehicle" shall include (but in any event shall not be limited to) boats, watercraft, motorcycles, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans (other than non-commercial passenger vans), tractors, all-terrain vehicles ("ATVs"), "side by side" ATVs, campers, motorized campers, motorized go-carts, motorized skateboards, scooters or any other related or similar transportation device. Any non-commercial passenger vehicle, van or truck displaying any one of the following characteristics shall also be deemed a Recreational Vehicle: (i) Frame to ground clearance of twenty-four (24) inches or greater; (ii) A "custom" exterior finish scheme displaying artwork, graphics or patterns including, but not limited to camouflage or animal skin patterns (e.g. "Realtree", leopard skin, zebra skin, tiger skin, etc.); (iii) Modified, unrestricted and / or low restriction exhaust systems (such as "coffee can" mufflers, "Cherry Bombs", "Magnaflow" pipes, straight "stack" exhausts, and the like.) Recreational Vehicles as described in (iii) above are intrusive on neighboring residents' peaceable enjoyment of their homes, and shall not be permitted to operate anywhere within the Community at any time. No Recreational Vehicle shall be parked on any portion of the Common Area unless such areas are specifically designated for Recreational Vehicle parking. Motorized skateboards, mopeds (unless registered as a "street-legal" vehicle), scooters, "Segways", ATVs, side by side ATVs and other non-street-legal motorized vehicles shall not be permitted to operate anywhere within the Community. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for (i) emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility; or (ii) repairs completed within the garage. All vehicles must be parked on surfaces designed for vehicle parking (e.g. parking areas and driveways) and shall not in any event be parked on individual lawns or common areas. Vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, sidewalks or pedestrian / bicycle

paths. Parking by Owners and / or other occupants within street rights-of-way is prohibited. Notwithstanding the foregoing, marked or unmarked police cars are specifically excluded from the above definitions of Commercial or Recreational Vehicles. Recreational vehicles may be parked in driveways and (where permitted) at street sides for brief periods (not to exceed 8 hours) for the purposes of loading and unloading. Inoperable vehicles (e.g. missing major components such as engines and / or transmissions, one or more flat tires, etc.), derelict vehicles (e.g. broken glass, severely damaged body panels, unpainted body panels, etc.) and / or unregistered vehicles (e.g. missing or "out of date" tags, etc.) must be fully enclosed within a garage at all times, and in any case may not be parked in plain view.

The Association is authorized to take reasonable steps as permitted by law in order to enforce the above, up to and including towing (even if the subject vehicle is parked within a Unit), suspension of privileges, and the imposition of administrative charges.

**Section 10.08. Visibility of Intersections.** No obstruction to visibility at Street intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants, subtenants, licensees and invitees, for any damages, injuries or deaths arising from any violation of this Section 10.08.

**Section 10.09. Temporary Structures.** No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of ARB approved permanent improvements and removed immediately upon completion of such ARB approved permanent improvement. Neither Declarant nor any Builders doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided the same are in compliance with all applicable Laws, and further provided that any such Builder first obtains Declarant's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted, conditioned or denied by Declarant in Declarant's sole and absolute discretion.

**Section 10.10. Signs.** No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot (including within any window) without the prior written approval of the ARB. Notwithstanding the foregoing, the following shall be permitted without prior approval of the ARB: (i) street number and name signs, and; (ii) as generally depicted on Exhibit "D", attached hereto and made a part hereof by this reference, one (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4" by 4" post, and of not more than eight (8) square feet of surface area per side (2 sides maximum), containing no handwriting whatsoever, and used solely in connection with the marketing of the affected Lot for sale or lease. Wire-stake signs, commonly known as "H-Frame" or "U-Frame" signs, are expressly prohibited. The ARB shall have the right to establish guidelines so as to require a uniform standard for signs in the subdivision. Additionally, an Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Dwelling. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this Section 10.10. This Section 10.10 shall not apply to Declarant or to any Builder doing business in the Property provided that any such Builder first obtains Declarant's written approval of any such signs structures or materials prior to installing same, such approval to be granted, conditioned or denied by Declarant in Declarant's sole and absolute discretion.

**Section 10.11. Air Conditioning Equipment.** No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARB, which approval may be based on the aesthetics or adequacy of screening of such equipment. Window and wall air conditioning units are altogether prohibited.

**Section 10.12. Drainage Structures.** Unless first approved by the ARB and the District, no Owner, including Declarant, may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on, or across any Lot, Common Property, Areas of Common Responsibility, or any easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots, or the Common Property, or any Areas of Common Responsibility.

**Section 10.13. Exterior Electronic or Electric Devices.** Except to the extent required to be permitted under applicable Law, no exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB.

**Section 10.14. Subdivision.** No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter, by the Board.

**Section 10.15. Completion.** Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end so that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the Streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

**Section 10.16. Excavation.** No clearing or excavation shall be made except incident to construction, maintenance or repair of an ARB approved improvement (or by Declarant or in connection with development of the Property) and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved Plans and the Permit.

**Section 10.17. Sidewalks.** If required by the Local Government, the Owner of each Lot shall construct, prior to occupancy of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted Street shown on any Recorded Plats.

**Section 10.18. Fences and Walls.** Except for walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it has been approved by the ARB as to size, material, color, location, etc. Landscape buffers may be required by the ARB on the outside of any fences and walls. All fences must be of a material approved by the ARB and must be installed with the posts and supports on the inside. Unless installed by Declarant or the Association, the following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC which is tan in color; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link. Additionally, fences may only be permitted within drainage easements on an Owner's Lot so long as the fence does not block or impede the flow of water through the drainage easement area. With regard to any fences permitted within drainage easements pursuant to the terms thereof, the Owner of the subject Lot shall be responsible for removal/replacement of the fence or any portion thereof if removal of same is required in connection with any "Maintenance, Operation and Repair" (as that term is defined herein) or in connection with any other maintenance, repair, construction, or installations concerning the drainage easement area. Notwithstanding the foregoing, if the Owner of the subject Lot fails to timely remove any such fence or portion thereof, the Declarant, the Association, and any Governmental Authority (including, but not limited to, the District) may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of, and without the party removing the fence or any portion thereof being required to thereafter reinstall or replace said fence

or portion thereof. Notwithstanding anything herein to the contrary, so long as Declarant or any Builders designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such permitted use.

**Section 10.19. Yard Accessories and Play Structures.** Except as otherwise required by Law, all yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side Street and to that portion of the rear yard which is no closer to the side Street than a fence would be permitted to be located by the Local Government. The location of any play structure or permanent basketball structure shall be approved by the ARB prior to location of the structure on a Lot. Basketball structures, either permanently mounted to a Dwelling above the garage or mounted to a permanent pole, will be allowed only under the following conditions:

- (a) basketball hoops and structures must be well-maintained;
- (b) backboards must be transparent or white, NBA approved, with a limit of two colors of trim;
- (c) nets are limited to white nylon;
- (d) the location of the basketball hoop and structure must first be approved by the ARB;
- (e) If pole-mounted, the pole must be metal, either black or galvanized and permanently mounted into the ground with a concrete base; and
- (f) No permanent basketball structures may be placed in any side yard.

Temporary basketball structures are allowed provided that they meet the requirements of items (a) through (c) above. Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be seen from the Streets or neighboring Lots. The time of play of basketball may be limited by the Board or the ARB to reasonable daylight hours.

**Section 10.20. Use; Rentals; Timesharing.** Lots shall be used for single family residential purposes only. No trade, business, profession, occupation or other commercial activity or use shall be conducted on any Lot or within any Dwelling, provided, however, that an Owner may use a single room within a Dwelling as an office for conducting business as long as the business: (a) does not require personal contact with employees, customers or service providers at the Dwelling; (b) does not include the manufacture or distribution of any products or goods in the Dwelling or on or from the Lot; and (c) is not so pervasive as to interfere with the residential character of the neighborhood. No signs shall be placed on any Dwelling or Lot which identifies the Dwelling as a place of business. Owners shall be permitted to lease their Dwelling, provided that such lease shall require the tenant thereunder to comply with the terms and conditions of the Rules and Regulations. Short-Term Rentals of Dwellings are prohibited. For purposes of this Declaration, the term "Short-Term Rentals" shall mean and refer to the leasing or rental of any Dwelling or Lot to a person or entity for a period of less than seven (7) consecutive months. The subleasing or sub-renting of a Dwelling is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. If an Owner intending to lease or rent a Dwelling is delinquent in the payment of Assessments, the Association shall be entitled, but not required, to prohibit the Owner from renting or leasing the Dwelling until such delinquency is made current, and may require inclusion in a lease of any provisions that the Association may deem appropriate to assure the lessee's

compliance with all the terms and provisions of this Declaration. The Association may charge a reasonable administrative fee not to exceed One Hundred and No/100 Dollars (\$100.00), or other such amount as permitted by law from time to time, for processing a lease pursuant to this section. Dwellings shall be leased in their entirety, and no individual rooms may be leased. No time sharing plan (as defined in Chapter 721, Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Dwellings shall be permitted. De facto timesharing of a Dwelling shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Dwelling by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Dwelling into different periods for use during the year.

**Section 10.21. Pools.** Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side Street lot line. No above-ground pools, Jacuzzis, or spas of any type may be located on any Lot without the prior written consent of the ARB. Notwithstanding the foregoing, temporary above-ground pools are expressly prohibited within the Development and may not be located on any Lot.

**Section 10.22. Dwellings.**

(a) No Dwelling shall contain less than One Thousand Five Hundred (1,500) square feet of air conditioned area under roof, exclusive of screened area, open porches, terraces, patios and the garage.

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

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

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

(e) Except as permitted pursuant to Section 10.13 hereof or by the ARB, no projections of any type other than chimneys, skylights and vent stacks shall be placed or permitted to remain above any roof of any Dwelling.

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

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

(h) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lot. This provision shall not apply to central air conditioning compressor units (see Section 10.11 hereof).

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

**Section 10.23. Tree Removal and Landscaping.** Except if done by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, if approved by the ARB, trees located within six feet (6') of the location of the Dwelling may be removed, regardless of size, without prior approval of the ARB. More restrictive arbor ordinances or environmental Laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas within the Lot shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by Law, natural areas shall be finished by removal of underbrush and addition of mulch. Notwithstanding anything contained herein to the contrary and unless done so by Declarant, prior to Turnover no tree, regardless of size, shall be removed without prior written consent of the ARB.

**Section 10.24. Collection.** All garbage and refuse shall be placed for pickup not earlier than the evening preceding the scheduled pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion any Lot.

**Section 10.25. Pumping or Draining.** The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom, or by placing fill dirt or any other material or debris in said body of water.

**Section 10.26. Ramps.** No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side Street.

**Section 10.27. Declarant Reservation.** Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with, or allow the interference with, the completion of Declarant's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

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

(b) Erecting, constructing and maintaining on any property or Lot owned or controlled by Declarant, such structures as may be reasonably necessary for the conduct of its

business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

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

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

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

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

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

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

**Section 10.28. Conservation Tracts.** If any conservation tract is specifically designated as such on any Recorded Plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable Governmental Authorities and the ARB, there shall be no further clearing, construction, grading or alteration of such tracts. Any portion of the Property which is designated on any Recorded Plat as "open space" shall not be developed in the future with any Dwellings or improvements and shall remain open space in perpetuity.

**Section 10.29. Mailboxes.** Community mailboxes may be provided by the United States Postal Service ("USPS") and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service-approved mailbox, the color, style and design of which shall be subject to approval by the ARB. All individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

Notwithstanding the foregoing, in connection with the development of the Community, should: (a) the USPS require the use of cluster box units approved by the USPS ("CBUs") for the purpose of centralized mail delivery by the USPS ("Centralized Mail Delivery") to the Community or any part, section, or phase thereof; (b) any other governmental authority require the use of CBUs for Centralized Mail Delivery to the Community or any part, section, or phase thereof; or (c) Declarant, in its sole discretion, desire to develop the Community or any part, section, or phase thereof with CBUs for Centralized Mail Delivery, then the Community or the applicable part, section, or phase thereof shall be developed with concrete



slabs on, as applicable, Common Property or Limited Common Property to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense or Limited Common Property Expense, shall be responsible for the routine maintenance, repair, and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules, policies, and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel compartments contained therein. Each Owner and Member acknowledges and agrees that if at any time their Lot is or becomes serviced by CBUs, all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

**Section 10.30. Security Bars.** No security bar system may be installed on any window or door of any Dwelling in the Property.

**Section 10.31. Variances.** Declarant and the Board shall have the right and power to grant variances from the provisions of this Article X and from the Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article X in any instance in which such variance is not granted.

**Section 10.32. Outdoor Drying.** Clothing, laundry or wash that is aired or dried outside of any Dwelling on any Lot shall be placed on the Lot where such clothing, laundry, wash and drying apparatus are fully screened from view from adjacent property and streets by fencing or landscaping.

## ARTICLE XI

### ADDITIONAL COVENANTS AND RESTRICTIONS

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

## ARTICLE XII

### AMENDMENT

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

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

(b) Amendment by Vote at a Duly-Authorized Meeting. An Amendment may be proposed by Declarant, the Association, or through a petition signed by ten percent (10%) of

the Owners. If a proposed Amendment is to be adopted by a vote, a written copy of the proposed Amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to a duly-authorized meeting called to discuss the proposed Amendment. To pass, the proposed Amendment shall be approved upon the affirmative vote of at least a simple majority of the membership casting votes (either in person or by proxy) (as governed by Subsection 11.01(a) herein) at a meeting duly called to consider the proposed Amendment. Upon the approval of an Amendment pursuant to this Subsection 11.01(b), the President and Secretary shall execute a written instrument in recordable form which shall set forth the text of the Amendment, the effective date of the Amendment, the date of the meeting of the Association at which such Amendment was adopted, the date that notice of such meeting was given, the total number of votes cast at the meeting (either in person or by proxy), the total number of votes necessary to adopt the Amendment, the total number of votes cast for the Amendment, and the total number of votes cast against the Amendment. The written Amendment executed by the President and Secretary shall be recorded in the Public Records. The Amendment will be deemed effective upon recording. Within thirty (30) days after recording any amendment to the Governing Documents, the Association shall provide copies of the amendment to the Members.

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

**Section 12.02. Restrictions on Amendments** Notwithstanding anything to the contrary contained in Section 12.01 hereof, no Amendment to this Declaration may: (i) remove, revoke, or modify any right or privilege of Declarant without the prior express written consent of Declarant or the assignee of any such right or privilege which consent may be granted, conditioned or denied in such party's absolute and sole discretion; (ii) impair the validity or priority of the lien of any Mortgage or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees; (iii) to the extent that any provision of the Declaration has been included to satisfy a condition of approval of a planned development, preliminary subdivision plan, development order or a subdivision plat of the property, such provision shall not be changed, amended, modified or otherwise deleted or eliminated without the prior written consent of the applicable Governmental Authority; (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Property; (v) change, amend, modify, eliminate or delete the restrictions contained in this Section 12.02; or (vi) to the extent that any Amendment to this Declaration would affect the SWMS (including any conservation areas), said Amendment may be made only with the prior written approval of the District. Additionally, any proposed Amendment which would have the effect of materially altering the general plan of development for the Development or which would materially prejudice the Owners' rights to use and enjoy the benefits of the Common Property, shall require the unanimous written consent of all Owners. No Amendment shall be permitted that would violate the Association Act. Any amendment to the Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District.

## ARTICLE XIII

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

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA) or the U.S. Department of Veterans Affairs (VA), or any successor department or agency of any of the foregoing, requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any Amendment, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured, guaranteed, or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, Amendment or dissolution, then the required consent or approval shall be obtained. In addition, any Amendment to this Declaration which alters the SWMS beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such Amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the SWMS for the Property.

## ARTICLE XIV

### DURATION AND TERMINATION

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

## ARTICLE XV

### ENFORCEMENT

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

**Section 15.02. Enforcement.** Failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with the restrictions and covenants set forth in this Declaration or the Rules and Regulations applicable to the Owner, the Lot, the Dwelling or the Property, shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs and expenses of enforcement, including, but not limited to, attorneys' and paralegals' fees actually incurred and court costs, fees and expenses. If any person shall violate or attempt to violate the provisions of this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so

violating or attempting to violate the provisions of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity to address or prevent the violation or attempted violation of this Declaration. In addition, whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which violates the provisions of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant, the Board, or Association, or the directors, officers, members, agents, employees, contractors or subcontractors of any of the foregoing, liable for any damages on account thereof. The remedies contained in this Section 15.02 shall be cumulative of all other remedies now or hereafter provided by law, in equity, or by virtue of this Declaration. The failure of Declarant, the Board, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation contained in this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to maintenance, operation and repair of the Stormwater Management System.

**Section 15.03. Fines; Suspension.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors, (A) a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with any condition, covenant or restriction contained in this Declaration or any Rule or Regulation properly promulgated pursuant to the terms of this Declaration, and (B) the Association shall have the right to suspend for a reasonable period of time the rights of use of the Common Property and the facilities located thereon (except for vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park of defaulting Owners) provided that before imposing any fine or suspension, the following procedures are adhered to:

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

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

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

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

(ii) For each violation or violations which are of a continuing nature, which means a violation which continues after notice thereof to Owner, a fine not exceeding Twenty-Five Thousand Dollars (\$25,000.00).

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

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

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

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

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

## ARTICLE XVI

### DAMAGE OR DESTRUCTION TO COMMON PROPERTY

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

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

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

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

## ARTICLE XVII

### MORTGAGEE PROTECTION

**Section 17.01. Records and Notices.** The Association shall make available to all Owners and to all Mortgagees and guarantors of any Mortgages, for inspection, upon request, during normal business hours or as set forth in the HOA Rules, current copies of the Constituent Documents and the books and records of the Association (including the Budget). Such persons shall be entitled, upon prior written request, (i) to receive a copy of the Association's financial statement for the immediately preceding Fiscal Year, (ii) to receive notices of and to attend Association meetings, (iii) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under the Constituent Documents, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the Mortgagee, insurer and/or guarantor has an interest, by virtue of the Mortgage, in the Lot owned by the defaulting Owner, and (iv) to receive notice of any substantial damage or loss to the Common Property.

**Section 17.02. Adverse Events.** Any Mortgagee, insurer or guarantor of a Mortgage shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the assessments on a mortgaged Lot in which said holder, insurer or guarantor has an interest, and (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

**Section 17.03. Taxes and Other Charges.** After thirty (30) days written notice to the Association, any Mortgagee, insurer or guarantor of a Mortgage shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against or loss of the Association's title to any portion of the Common Property, and to receive prompt reimbursement therefor from the Association.

**Section 17.04. Insurance Premiums.** After thirty (30) days written notice to the Association, any Mortgagee, insurer or guarantor of a Mortgage shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive prompt reimbursement therefor from the Association.

## ARTICLE XVIII

### GENERAL PROVISIONS

**Section 18.01. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed,

postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

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

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

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

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

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

**Section 18.07. Cooperation.** Each Owner, by acceptance of a deed conveying a Lot to the Owner or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree with Declarant, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions deemed necessary, convenient or desirable by Declarant for development and/or improvement of the Property, including, without limitation, signing any required applications, subdivisions plats, etc., as the owner of any portion of the Property owned or controlled thereby when necessary or requested to do so by Declarant.

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

other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

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

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

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

**Section 18.12. Construction.** This Declaration may be amended without amending any of the other Governing Documents. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the community; to effectuate the purpose of creating a uniform plan for the operation of the Property; for the preservation of the value of the Property; and the protection of Declarant's rights, benefits, and privileges contemplated herein, in the other Governing Documents, and under the Association Act, to the fullest extent permitted by Florida law. If there is or should there ever be any conflicts between Florida law and the terms and provisions of the Governing Documents, or between the terms and provisions of more than one Governing Document, then the following order of priority and governance shall prevail, but only as necessary to resolve such specific conflict(s): (A) Florida law; (B) this Declaration; (C) any Supplemental Declaration (in the event that there are multiple Supplemental Declaration, then the order of priority and governance of such Supplemental Declarations shall be based upon recording order); (D) the Articles; (E) the Bylaws; (F) the Planning Criteria; and (G) the Rules and Regulations. If a Governing Document of a higher priority and governance, as established above, is amended in such a way that the terms and provisions of such Governing Document conflict with the terms and provisions of any lower priority Governing Documents, as established above, then the lower priority Governing Documents shall be deemed automatically and simultaneously amended with the amendment of the higher priority Governing Document, so that such lower priority Governing Documents may be read and interpreted to be consistent with the higher priority Governing Document. In no event shall any lower priority Governing Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Governing Document, and any such purported amendment shall be automatically ineffective and void. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's affiliates than against any other person or entity.

## ARTICLE XIX

### DISCLAIMERS

**Section 19.01. Disclaimer of Representations or Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND



OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AGENTS OR EMPLOYEES (OR THE SUCCESSORS OR ASSIGNS OF ANY OF THE FOREGOING) IN CONNECTION WITH THE PROPERTY (INCLUDING ANY LOT, DWELLING, COMMON PROPERTY OR AREAS OF COMMON RESPONSIBILITY), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, REGULATION THEREOF OR OTHERWISE. IF ANY SUCH REPRESENTATION OR WARRANTY CANNOT LAWFULLY BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, PRESUMPTIVE AND SPECIAL DAMAGES ARISING THEREFROM ARE HEREBY FULLY, FOREVER AND IRREVOCABLY WAIVED AND DISCLAIMED.

EACH OWNER (BY VIRTUE OF OWNER'S ACCEPTANCE OF TITLE TO THE OWNER'S LOT) ACKNOWLEDGES AND AGREES THAT SAID OWNER SHALL HAVE NO RIGHTS, RIPARIAN OR OTHERWISE, IN OR TO ANY BODY OF WATER LYING WITHIN OR ADJACENT TO THE DEVELOPMENT.

**Section 19.02. General.**

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

*[Handwritten Signature]*

Print Name: Dallas Austin

*[Handwritten Signature]*  
Print Name: Nora J. Schuster

DECLARANT:

**BEAZER HOMES CORP.**, a Tennessee corporation

*[Handwritten Signature]*

By: \_\_\_\_\_

Name: Jeremy Camp

Title: Director, Land Development

(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2014, by Jeremy Camp, the Dir., Land Development of **BEAZER HOMES CORP.**, a Tennessee corporation, on behalf of said corporation. He/She (check appropriate box)  is personally known to me or  has produced his/her \_\_\_\_\_ as identification.

(NOTARY STAMP OR SEAL)

*[Handwritten Signature]*

Name: Nora J. Schuster

Title: Notary Public

My Commission Expires: 9/4/17



**NORA J. SCHUSTER**  
MY COMMISSION # FF 047093  
EXPIRES: September 4, 2017  
Bonded Thru Budget Notary Services

## EXHIBIT "A"

## LEGAL DESCRIPTION OF INITIAL PROPERTY

A portion of the SE 1/4 of Section 29, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the southwest corner of the Southeast 1/4 of said Section 29; thence run N 00°05'04" W, along the west line of the Southeast 1/4 of said Section 29, a distance of 113.44 feet to a point on the northerly right-of-way line of Steve's Road as recorded in Official Records Book 2711, Page 1733, Public Records of Lake County, Florida and the **POINT OF BEGINNING**; thence continue N 00°05'04" W, along the west line of the Southeast 1/4 of said Section 29, a distance 1150 feet, more or less, to the southerly shoreline of Wilma Lake; thence run easterly along the southerly shoreline of Wilma Lake to a point on the north line of the South 112 feet of Tract 46, according to the Lake Highlands Company Subdivision of Section 29, Township 22 South, Range 26 East, Lake County, Florida, as recorded in Plat Book 2, Page 25 and Plat Book 3, Page 24, Public Records of Lake County, Florida; thence run S 88°54'04" E, along the north line of the South 112 feet of Tract 46, a distance of 350 feet, more or less, to a point on the east line of the West 1/2 of the Southeast 1/4 of said Section 29; thence run S 00°10'30" E, along the east line of the West 1/2 of the Southeast 1/4 of said Section 29, a distance of 1,404.78 feet to a point on the aforesaid northerly right-of-way line of Steve's Road; thence run westerly along the northerly right-of-way line thereof, the following courses and distances: run N 89°48'00" W, a distance of 100.09 feet to a point of curvature of a curve, concave northeasterly, having a radius of 750.00 feet and a central angle of 11°11'48"; thence run westerly along the arc of said curve a distance of 146.56 feet to the point of tangency thereof; run N 78°36'12" W, a distance of 274.98 feet to a point of curvature of a curve, concave southerly, having a radius of 850.00 feet and a central angle of 11°23'48"; thence run westerly, along the arc of said curve, a distance of 169.07 feet to the point of tangency thereof; thence run S 90°00'00" W, a distance of 637.68 feet to the **POINT BEGINNING**.

EXHIBIT "B"

ARTICLES

N14000195812 3

**ARTICLES OF INCORPORATION  
OF  
HARVEST LANDING HOMEOWNERS ASSOCIATION, INC.,  
A FLORIDA NOT FOR PROFIT CORPORATION**

**ARTICLE I  
NAME**

The name of this corporation shall be HARVEST LANDING HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation ("Articles") as the "Association."

**ARTICLE II  
DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

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

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in, the Declaration of Covenants, Conditions and Restrictions for Harvest Landing (the "Declaration") to be recorded in the Public Records of Lake County, Florida. Capitalized terms used above or herein without definition shall have the same meanings given to such terms in the Declaration. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the laws of the State of Florida, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Constituent Documents or pursuant to the Association Act. Unless otherwise specifically prohibited by the Constituent Documents or Florida Law, any and all functions, duties and powers of the Association shall be fully transferable in whole or in part. Any instrument affecting such a transfer shall specify the duration thereof and an express means and method of revocation. The Association is not formed for pecuniary profit and the Association shall not pay dividends, and no part of any income or assets of the Association shall be distributed to its Members, Owners, Directors or Officers. The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of District Permit No. IND-069-137235-1 and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the Stormwater Management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

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

The initial principal office and mailing address of the Association is located at 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751.

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

Corporation Service Company, whose address is 1201 Hays Street, Tallahassee Florida, 32301, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

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

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

6.1 All Eligible Property shall be automatically deemed withdrawn by Declarant, with Declarant thereafter authorized to further evidence the withdraw of the Eligible Property by execution of a Supplemental Declaration describing the real property withdrawn, which Declarant may then Record.

6.2 Conveyance to a not for profit corporation homeowners' association similar to the Association or conveyance or dedication to any applicable Governmental Authority determined by the Board to be appropriate for such conveyance or dedication, which Governmental Authority is willing to accept such conveyance or dedication, of any property, duties, and responsibilities of the Association, which association or Governmental Authority shall then be responsible for the operation and maintenance thereof. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation. If no other association or Governmental Authority will accept such property, duties, and responsibilities, then it will be conveyed to a trustee appointed by the Circuit Court of the County, which trustee shall sell such property free and clear of the limitations imposed by the Constituent Documents upon terms established by the Circuit Court of the County. That portion of the Property consisting of the Surface Water Management System and Conservation Easement Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

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ARTICLE VII  
MEMBERSHIP

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

ARTICLE VIII  
VOTING RIGHTS

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

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

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

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

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

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ARTICLE IX  
BOARD OF DIRECTORS

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

<u>Name</u>	<u>Address</u>
Jeremy Camp	2600 Maitland Center Parkway, Suite 262 Maitland, FL 32751
Nora Schuster	2600 Maitland Center Parkway, Suite 262 Maitland, FL 32751
Dallas Austin	2600 Maitland Center Parkway, Suite 262 Maitland, FL 32751

ARTICLE X  
OFFICERS

The affairs of the Association shall be administered by the Officers. Until Turnover, all Officers shall be appointed by the Declarant and shall serve at the pleasure of the Declarant; provided, however, that if at any time Declarant is not permitted under Florida Law to appoint such Officers, then Declarant, as the Class "B" Member, shall have the right to elect all such Officers in accordance with the terms and procedures of the Declaration. Commencing with the Turnover meeting, the Officers shall be elected by the Board, and they shall serve at the pleasure of the Board. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Jeremy Camp/President	2600 Maitland Center Parkway, Suite 262 Maitland, FL 32751
Nora Schuster/Vice President	2600 Maitland Center Parkway, Suite 262 Maitland, FL 32751
Dallas Austin/Secretary and Treasurer	2600 Maitland Center Parkway, Suite 262 Maitland, FL 32751

ARTICLE XI  
AMENDMENT

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

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**ARTICLE XII**  
**INDEMNIFICATION**

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

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

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

**ARTICLE XIII**  
**BYLAWS**

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

**ARTICLE XIV**  
**INCORPORATOR**

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

<u>Name</u>	<u>Address</u>
Jeremy Camp	2600 Maitland Center Parkway, Suite 262 Maitland, FL 32751

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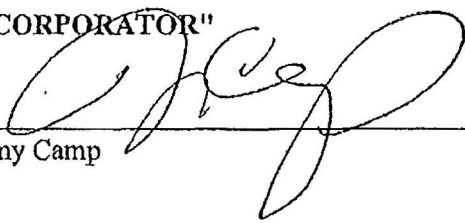
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**ARTICLE XV**  
**NON-STOCK CORPORATION**

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

IN WITNESS WHEREOF, the undersigned has signed these Articles as of this 18<sup>th</sup>  
day of August, 2014.

"INCORPORATOR"

  
\_\_\_\_\_  
Jeremy Camp

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

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

HARVEST LANDING HOMEOWNERS ASSOCIATION, INC., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 1201 Hays Street, Tallahassee, Florida 32301, has named Corporation Service Company located at the above-registered office, as its registered agent to accept service of process within this State.

**ACKNOWLEDGMENT:**

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

Corporation Service Company

By: Carina L. Dundap

Name: Carina L. Dundap  
Asst. Vice President

Dated: 08-19, 2014

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EXHIBIT "C"

BYLAWS

**BYLAWS  
OF  
HARVEST LANDING HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA NOT FOR PROFIT CORPORATION**

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

2. Fiscal Year. The fiscal year of the Association ("Fiscal Year") shall be the calendar year.

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

4. Members.

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

4.2 Transfer of Membership. The rights of each Member shall be appurtenant to the Member's ownership of the Lot or property that gives rise to the membership, as specified in the Declaration, may not be separated from such ownership, and shall automatically pass to the successors and assigns of a Member upon the Recording of the change in ownership of the Parcel.

5. Members Meetings.

5.1 Annual Members Meetings. The annual meeting of the Members ("Annual Meeting") shall be held at such place, at such time, and on such date each year as is from time to time designated by the Board, for the purpose of electing Directors (if election of Directors is necessary under the Declaration and the Articles), and transacting any business authorized or required to be transacted by the Members. Unless otherwise required by Florida Law, notice of an Annual Meeting need not include a description of the purpose or purposes for which the meeting is called. Failure to hold an Annual Meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Declarant (prior to Turnover), the Directors, the Officers or the Association.

5.2 Special Members' Meetings.

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

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

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

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

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

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

5.6 Right to Speak. Members have the right to attend all membership meetings. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak.

5.7 Adjournment. Adjournment of an Annual Meeting or Special Meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Florida Statute §720.303(2). Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under the Association Act, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

5.8 Proxy Voting.

(a) Subject to the terms of the Constituent Documents and the Association Act, Members have the right to vote in person or by proxy.

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

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

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

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



6. Board of Directors.

6.1 Number, Appointment/Election and Term. The number of Directors may be increased or decreased from time to time in accordance with the Constituent Documents, but shall never be less than three (3) nor more than seven (7), and shall always be an odd number (i.e., 3, 5, 7). No increase in the number of Directors shall be made until such time as Declarant is no longer entitled to elect or appoint a Director pursuant to the Declaration.

6.2 Any increase or decrease in the number of Directors shall require the affirmative vote of a majority of the voting interests of the voting Members at any Special Meeting of the Members called for the purpose of changing the number of Directors. No decrease in the number of Directors shall have the effect of shortening the terms of any incumbent Director. Except as otherwise set forth in the Constituent Documents with regard to appointments/elections by Declarant prior to Turnover, the Directors shall be elected at the Annual Meeting and at each Annual Meeting thereafter, by a plurality of the votes cast at such election using a straight voting method for each seat on the Board to be filled, and shall hold office until the next succeeding Annual Meeting. Despite the expiration of a Director's term, each Director shall hold office for the term for which he is elected and until his successor shall have been duly elected and qualified, until there is a decrease in the number of Directors, or until his earlier resignation, removal from office or death.

6.3 Recall/Removal. Any member of the Board may be recalled and removed from office with or without cause by an agreement in writing, or by written ballot without a membership meeting, or by a majority of the total voting interests of the voting Members, all in accordance with the provisions set forth in the Constituent Documents and the Association Act; provided, however that since prior to Turnover only the Declarant, as the Class "B" Member, may appoint or elect the Board, then prior to Turnover only Declarant, as the Class "B" Member, may recall or remove any Directors. Any Director that is an employee, contractor, or agent of Declarant, and that was either (a) appointed to the Board by Declarant, or elected to the Board by the Class "B" Member, shall, simultaneous with the termination of such Director's status as an employee, contractor, or agent of Declarant, be deemed to have willingly resigned said Director's position on the Board and shall be deemed automatically removed from the Board, without any action being necessary or required by the resigning/removed Director, the Declarant, the Association, or the Class "B" Member. Upon such automatic resignation and removal of such Director, Declarant, or the Class "B" Member, as applicable, shall have the sole right and option to appoint or elect a replacement the Director via the same method of appointment or election that previously placed the resigned and removed Director on the Board. Any Director appointed to the Board by Declarant, or elected to the Board by the Class "B" Member, that resigns or is removed by Declarant or the Class "B" Member pursuant to the terms hereof, pursuant to the terms of the other Constituent Documents, or under authority of the Association Act, shall, within 5 full business days of such resignation or removal, turn over to Declarant any and all records and property of the Association in such prior Director's possession, the failing of which the circuit court in the county where the Association maintains its principal office may, upon the petition of Declarant or the Association, summarily order the Director to relinquish his or her office and turn over all Association records to Declarant. Other Board members may be recalled and removed as provided below:

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

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

(3) When it is determined by the "department" (as that term is defined in Chapter 720 of the Florida Statutes) pursuant to binding arbitration proceedings that an initial recall effort was defective, written recall agreements or written ballots used in the first recall effort and not found to be defective may be reused in one subsequent recall effort. However, in no event is a written agreement or written ballot valid for more than one hundred twenty (120) days after it has been signed by the Member.

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

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

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

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

(c) If the Board determines not to certify the written agreement or written ballots to recall a Director or Directors or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the department a petition for binding arbitration pursuant to the applicable procedures in Florida Statute §718.112(2)(j) and 718.1255 and the rules adopted thereunder. For the purposes of this

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

(d) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this subsection or in the Constituent Documents. If vacancies occur on the Board as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled by Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by agreement in writing or by written ballot, Members may vote for replacement Directors in the same instrument in accordance with procedural rules adopted by the division (as that term is defined in Chapter 720 of the Florida Statutes), which rules need not be consistent with this subsection.

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

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

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

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

6.4 Directors Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

6.5 Vacancy. Except with regard to any Directors that Declarant or the Class "B" Member has the right to appoint/elect pursuant to the Constituent Documents and the Association Act, the vacancies of which may only be filled by Declarant or the Class "B"

Member, any vacancy occurring on the Board shall be filled by the Members in accordance with the Articles and these Bylaws.

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

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

## 7. Meetings of Directors.

7.1 Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notwithstanding any other Law, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors. Notices of all Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, if the Association has more than one hundred (100) Members, notice may be given via publication of notice, provision of a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Property, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice of meetings of the Directors may be given by electronic transmission in a manner authorized by Law for meetings of the Board and committee meetings requiring notice; provided, however, a Member must consent in writing to receiving notice by electronic transmission. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any Board meeting at which Special Assessments will be considered or at which amendments to Rules and Regulations regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Property or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. Notwithstanding anything to the contrary contained in the Declaration and the Articles, if twenty

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

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

7.3 Special Meetings. Special meetings of the Directors ("Special Board Meetings") may be called by the President, by any Director, or by the Declarant as long as Declarant has the right to elect a Director pursuant to the Declaration.

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

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

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

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

7.8 Presiding Officer. The presiding officer of Board meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of

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

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

7.10 Action Upon Written Consent Without a Meeting. Unless otherwise prohibited by Florida Law, action of the Board may be taken without a meeting upon the written consent signed by all Directors. Any such action without a meeting shall be effective on the date the last Director signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board.

## 8. Officers.

8.1 Officers and Election. The Officers shall, at a minimum, be a President, who shall be selected from the Board of Directors, a Vice President, a Treasurer, and a Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant or the Class "B" Member and may only be removed and replaced by Declarant pursuant to the Constituent Documents. Any Officer that is an employee, contractor, or agent of Declarant, and that was either (a) appointed to office by Declarant, or elected to office by the Class "B" Member, shall, simultaneous with the termination of such Director's status as an employee, contractor, or agent of Declarant, be deemed to have willingly resigned said Officer's positions and shall be deemed automatically removed from said office(s), without any action being necessary or required by the resigning/removed Officer, the Declarant, the Association, or the Class "B" Member. Upon such automatic resignation and removal of such Officer, Declarant or the Class "B" Member, as applicable, shall have the sole right and option to appoint or elect a replacement Officer via the same method of appointment or election that previously placed the resigned and removed Officer in office. Any Officer appointed to office by Declarant, or elected to office by the Class "B" Member, that resigns or is removed by Declarant or the Class "B" Member pursuant to the terms hereof, pursuant to the terms of the other Constituent Documents, or under authority of the Association Act, shall, within five (5) full business days of such resignation or removal, turn over to Declarant any and all records and property of the Association in such prior Officer's possession, the failing of which the circuit court in the county where the Association maintains its principal office may, upon the petition of Declarant or the Association, summarily order the Officer to relinquish his or her office and turn over all Association records to Declarant. After Turnover, all Officers shall be elected annually by the Board and each Officer may be removed by vote of the Directors at any meeting with or without cause. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Declarant, prior to Turnover, and the Board, after Turnover, shall from time to time elect such other Officers and designate their powers and duties as the Declarant or Board, as applicable, shall find necessary or convenient to manage properly the affairs of the Association.

8.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

8.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board or the President.

8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by Law. He shall keep the official records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

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

8.6 Compensation. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association. In addition, managers or management companies may be compensated as determined by the board from time to time.

9. Books and Records.

9.1 The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to Improvements constructed on the Common Areas or other property (real or personal) that the Association is obligated to maintain, repair, or replace.

(b) A copy of the Bylaws.

(c) A copy of the Articles.

(d) A copy of the Declaration.

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

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

(g) A current roster of all Members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Members to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

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

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

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

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

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

(3) All tax returns, financial statements, and financial reports of the Association.

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

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



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

(7) All other documents or information that the Association is required to maintain or retain pursuant to Florida Statute §720.303.

9.2 The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for such access. This subsection may be complied with by having a copy of the official records available for inspection or copying on the Property. If the Association has a photocopy machine available where the official records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a Member to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to fifty (.50) cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor or Association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective Members. Notwithstanding this subparagraph, the following records are not accessible to Members:

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

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

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

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

(e) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency

contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address. However, an Owner may consent in writing to the disclosure of protected information described in this subsection (e). The Association is not liable for the disclosure of information that is protected under this subsection if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

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

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

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

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

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

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

(b) Reserve for Deferred Maintenance. If required by Law or by the Board from time to time, there shall be established a reserve account for deferred maintenance

which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

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

10.2 Budget. The Board shall adopt such Budgets as are required by the Declaration.

10.3 Assessments. Assessments against the Members for their shares of the items of the Budget shall be made in accordance with the provisions of the Declaration.

10.4 Depository. The depository of the Association will be such banks in the County as shall be designated from time to time by the Directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this subsection shall supersede the provisions hereof.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the Florida Not for Profit Corporation Act, the Constituent Documents, the Rules and Regulations, or the Association Act.

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

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

**DECLARANT:**

**BEAZER HOMES CORP.**, a Tennessee corporation

By: 

Name: Jeremy Camp

Title: Director, Land Development

EXHIBIT "D"

SIGNS





This instrument prepared by and  
after recording return to:

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

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HARVEST LANDING**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF HARVEST LANDING** (this "First Amendment")  
is made as of this 9<sup>th</sup> day of December, 2014 (the "Effective Date"), by **BEAZER  
HOMES CORP.**, a Tennessee corporation ("Declarant"), whose post office address is 2600  
Maitland Center Parkway, Suite 262, Maitland, FL 32751.

**RECITALS:**

**WHEREAS**, Declarant is the "Declarant" under that certain Declaration of Covenants,  
Conditions and Restrictions of Harvest Landing recorded in Official Records Book 4548, Page  
2418, of the Public Record of Lake County, Florida (the "Declaration") (unless otherwise  
defined, capitalized terms used above or herein shall have the meanings ascribed to them in the  
Declaration); and

**WHEREAS**, pursuant to Article XII, Section 12.01(c) of the Declaration, prior to  
Turnover, Declarant has the right to unilaterally amend the Declaration for any purpose; and

**WHEREAS**, as of the Effective Date, Turnover has not yet occurred; and

**WHEREAS**, pursuant to the authority granted to Declarant by the Declaration, Declarant  
wishes to amend the Declaration as set forth herein.

**NOW, THEREFORE**, Declarant, for itself and its successors in interest and assigns, by  
the execution and recording of this First Amendment in the Public Records of Lake County,  
Florida, declares that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if  
the same were fully set forth herein.

2. Common Areas. Article I, Section 1.01(j) is hereby amended to include the  
following: "Notwithstanding anything contained herein to the contrary, access to Tract F is  
strictly prohibited. No Owner or Member, nor any tenant, guest, invitee, employee, agent or

family member of such Owner or Member, shall be permitted to enter onto Tract F at any time or for any reason.”

3. Retaining Wall. Article XIX, is hereby amended to include the following:

Section 19.03. Retaining Wall. Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) acknowledges that the elevation changes within the Property have necessitated the construction of one or more retaining walls on the Property and agrees to (a) exercise caution and care around the retaining wall or walls; and (b) not utilize the retaining wall or walls in any way, including, by way of example but not limitation, climbing or walking on a retaining wall, affixing lights or hanging baskets to a retaining wall, or otherwise striking, piercing or damaging a retaining wall. Digging is prohibited within all easement areas adjacent to retaining walls, as shown on the Plat, without prior written approval of the ARB. Neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall, in any manner or way, whatsoever, be considered as or deemed or construed to be insurers or guarantors of the personal safety or security of any persons, including, without limitation, any Owner or Member or any tenant, guest, invitee, employee, agent or family member of such Owner or Member, or of any property, whether real, personal, or otherwise, from time to time located within or upon the Property or any portion thereof. Accordingly, neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall be responsible or held liable or accountable for the injury or death of any person or for the loss of or damage to any property by reason or on account of the failure of the Declarant, the Association to limit or control access to the Property or the retaining wall or walls, or by reason or on account of the ineffectiveness of any activities directed, conducted, maintained, or supported by the Declarant or Association for that purpose. In this regard, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, or family members of such Owner, shall, by virtue of the acceptance of a deed or other conveyance of a Lot or any other portion of the Property, be deemed to have acknowledged, understood, and agreed to the foregoing and further: i. that notwithstanding any efforts or activities on the part of the Declarant or Association to limit or control access to the Property in general and the retaining wall or walls in particular, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, and family members of such Owner or Member, (1.) shall take title to its Lots or any other part of the Property subject to, and hereby assumes, all risk of personal injury or death and damage to or loss of property, of whatever nature, while present or situate within or upon the Property and (2.) waives, and forever and irrevocably releases Declarant and Association from, any and all claims, losses, damages, causes of action or liabilities of any kind, character, or nature whatsoever with respect to any personal injury or death or damage to or loss of property while present or situate within or upon the Property and ii. that neither Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents have made, nor has any Owner or Member, or any of Owner's or Member's tenants, employees, agents, guests, invitees, or family members relied upon, any representation or warranty, whether express or implied, pertaining to (a) the safety of the Property, or (b) the effectiveness of any activities directed, conducted, maintained or

supported by the Declarant or Association in order to limit or control access to the Property in general and the retaining wall or walls in particular.

4. Effect of this First Amendment. Except as modified by this First Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control only as necessary to resolve any such inconsistency or conflict.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the date first written above.

Signed, sealed and delivered in the presence of:

*[Handwritten Signature]*

Print Name: Dallas Austin

*[Handwritten Signature]*

Print Name: Nora J. Schuster

DECLARANT:

**BEAZER HOMES CORP.**, a Tennessee corporation

*[Handwritten Signature]*

By: \_\_\_\_\_

Name: Jeremy Camp

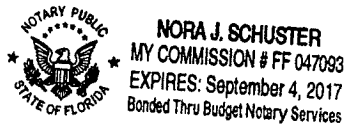
Title: Director, Land Development

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 9 day of December, 2014, by Jeremy Camp, the Dir. Land Dev of **BEAZER HOMES CORP.**, a Tennessee corporation, on behalf of said corporation. He/She (check appropriate box)  is personally known to me or  has produced his/her \_\_\_\_\_ as identification.

(NOTARY STAMP OR SEAL)



*[Handwritten Signature]*

Name: Nora J Schuster

Title: Notary Public

My Commission Expires: 9/4/17



This instrument prepared by and  
after recording return to:

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



-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HARVEST LANDING**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF HARVEST LANDING** (this "Second Amendment")  
is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by **BEAZER  
HOMES CORP.**, a Tennessee corporation ("Declarant"), whose post office address is 2600  
Maitland Center Parkway, Suite 262, Maitland, FL 32751.

**RECITALS:**

**WHEREAS**, Declarant is the "Declarant" under that certain Declaration of Covenants,  
Conditions and Restrictions of Harvest Landing recorded in Official Records Book 4548, Page 2418,  
of the Public Record of Orange County, Florida, as amended by that certain First Amendment to  
Declaration of Covenants, Conditions and Restrictions of Harvest Landing recorded in Official  
Records Book 4560, Page 677, of the Public Records of Orange County, Florida (collectively, the  
"Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the  
meanings ascribed to them in the Declaration); and

**WHEREAS**, pursuant to Article XII, Section 12.01(c) of the Declaration, prior to Turnover,  
Declarant has the right to unilaterally amend the Declaration for any purpose; and

**WHEREAS**, as of the Effective Date, Turnover has not yet occurred; and

**WHEREAS**, pursuant to the authority granted to Declarant by the Declaration, Declarant  
wishes to amend the Declaration as set forth herein.

**NOW, THEREFORE**, Declarant, for itself and its successors in interest and assigns, by the  
execution and recording of this Second Amendment in the Public Records of Orange County,  
Florida, declares that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if  
the same were fully set forth herein.

2. Common Areas. Article I, Section 1.01(j) is hereby amended to delete the following:

"Notwithstanding anything contained herein to the contrary, access to Tract F is  
strictly prohibited. No Owner or Member, nor any tenant, guest, invitee, employee,  
agent or family member of such Owner or Member, shall be permitted to enter onto  
Tract F at any time or for any reason."

Article I, Section 1.01(j) is hereby amended to include the following:

"Except as further described in Section 10.33 herein, access to Tract F is strictly prohibited. No Owner or Member, nor any tenant, guest, invitee, employee, agent or family member of such Owner or Member, shall be permitted to enter onto Tract F at any time or for any reason, except as described in Section 10.33."

3. Fences and Walls. Article X is hereby amended to include the following:

"Section 10.33. Retaining Wall Lots. Each Owner of Lots 18, 19, 20, 21, 22, 23, 32, 33 and 34 (as to each, a "Retaining Wall Lot"), by virtue of the Owner's acceptance of title to such Retaining Wall Lot, acknowledges that the rear of each Retaining Wall Lot is adjacent to Tract F, which contains both a retaining wall and an Association-owned fence ("Retaining Wall Fence"). Notwithstanding anything contained herein to the contrary, Declarant hereby creates, reserves and declares to exist, an easement in favor of the Owner of each Retaining Wall Lot (the "Retaining Wall Fence Easement"), over, under, in and through that portion of Tract F lying between such Owner's Retaining Wall Lot and the Retaining Wall Fence (the "Retaining Wall Fence Easement Area") for those uses and subject to those terms as further described herein. In the event that an Owner of a Retaining Wall Lot desires to install a fence on such Retaining Wall Lot, the fence must (i) comply with the terms and conditions of Sections 10.18 (Fences and Walls); (ii) comply with the terms and conditions of Section 19.03 (Retaining Wall); (iii) extend through the Retaining Wall Fence Easement Area and directly abut the Retaining Wall Fence, such that it creates a uniform appearance without gaps; and (iv) contain a gate or gates, as may be required by the Association, and in the location or locations required by the Association, in order to provide the Association, its employees, contractors or agents with access to the Retaining Wall Fence Easement Area. Upon approval by the Association of a proposed fence, and at the sole cost and expense of the applicable Owner, the Association shall provide such written consent, joinder or other form of approval as may be required by the local governmental authority for the purposes of permitting the construction and installation of the fence within the Retaining Wall Fence Easement Area. Each Owner of a Retaining Wall Lot shall provide routine landscape maintenance, mowing, and removal of trash and debris within their portion of the Retaining Wall Fence Easement Area, regardless of whether such Retaining Wall Fence Easement Area is fenced or unfenced."

4. Effect of this Second Amendment. Except as modified by this Second Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Second Amendment and the terms of the Declaration, the terms of this Second Amendment shall control only as necessary to resolve any such inconsistency or conflict.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the date first written above.

Signed, sealed and delivered in the presence of:

[Signature]  
Print Name: Dallas Austin  
[Signature]  
Print Name: Ramon Casco

DECLARANT:

**BEAZER HOMES CORP.**, a Tennessee corporation

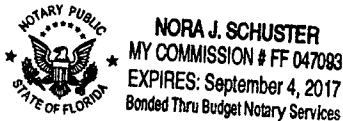
[Signature]  
By: \_\_\_\_\_  
Name: Jeremy Camp  
Title: LA+LD Dept Head

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 28 day of April, 2015 by Jeremy Camp, the LA+LD Dept Head of **BEAZER HOMES CORP.**, a Tennessee corporation, on behalf of said corporation. He/She (check appropriate box)  is personally known to me or  has produced his/her \_\_\_\_\_ as identification.

(NOTARY STAMP OR SEAL)



[Signature]  
Name: Nora J. Schuster  
Title: Notary Public FF 047093  
My Commission Expires: 9/4/17

This instrument prepared by and  
after recording return to:

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

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HARVEST LANDING**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HARVEST LANDING** (this "Third Amendment") is made as of this 6<sup>th</sup> day of July, 2015 (the "Effective Date"), by **BEAZER HOMES CORP.**, a Tennessee corporation ("Declarant"), whose post office address is 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751.

**RECITALS:**

**WHEREAS**, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions of Harvest Landing recorded in Official Records Book 4548, Page 2418, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Harvest Landing recorded in Official Records Book 4560, Page 677, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Harvest Landing recorded in Official Records Book 4617, Page 2392, all of the Public Records of Lake County, Florida (collectively, the "Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

**WHEREAS**, pursuant to Article XII, Section 12.01(c) of the Declaration, prior to Turnover, Declarant has the right to unilaterally amend the Declaration for any purpose; and

**WHEREAS**, as of the Effective Date, Turnover has not yet occurred; and

**WHEREAS**, pursuant to the authority granted to Declarant by the Declaration, Declarant wishes to amend the Declaration as set forth herein.

**NOW, THEREFORE**, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this Third Amendment in the Public Records of Lake County, Florida, declares that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Fences and Walls. Section 10.18 is hereby amended to include the following:

"Notwithstanding anything contained herein to the contrary, in the event that any Owner of Lots 18 through 34, inclusive, desires to install a fence on such Lot, the



fence must (i) directly abut the Retaining Wall Fence, as such term is defined in Section 10.33 hereof, such that it creates a uniform appearance without gaps; and (ii) be constructed of black decorative aluminum of a height and style consistent with the Retaining Wall Fence."

3. Effect of this Third Amendment. Except as modified by this Third Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Third Amendment and the terms of the Declaration, the terms of this Third Amendment shall control only as necessary to resolve any such inconsistency or conflict.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Declarant has executed this Third Amendment as of the date first written above.

Signed, sealed and delivered in the presence of:

[Signature]  
Print Name: Dallas Austin

[Signature]  
Print Name: Nora J. Schuster

DECLARANT:

**BEAZER HOMES CORP.**, a Tennessee corporation

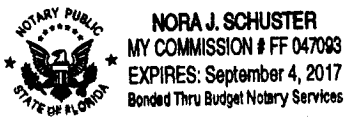
By: [Signature]  
Name: Jeremy Camp  
Title: Authorized Signatory - Southeast Region

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 6 day of July, 2015 by Jeremy Camp, the Authorized Signatory of **BEAZER HOMES CORP.**, a Tennessee corporation, on behalf of said corporation. He/She (check appropriate box)  is personally known to me or  has produced his/her as identification.

(NOTARY STAMP OR SEAL)



[Signature]  
Name: Nora J. Schuster  
Title: Notary Public FF 047093  
My Commission Expires: 9/4/2017