

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CREEKSIDE MANOR**

THIS DECLARATION (this “Declaration”), is made this ___ day of _____, 2023, by **DREAM FINDERS HOMES, LLC**, a Florida limited liability company, hereinafter referred to as “Developer,” who recites and provides:

RECITALS:

A. Developer is the owner of certain land located in Duval County, Florida, being all of that real property known as Creekside Manor as shown on plat thereof recorded in Plat Book 80, Pages 187 - 191 (the “Plat”), of the current public records of Duval County, Florida, hereinafter referred to as “Creekside Manor” or the “Property”. Developer desires to maintain the integrity and character of the development plan of the Property and to assure high quality standards for the enjoyment of the Property.

B. Developer intends to develop the Property for the purpose of constructing single family dwellings thereon, which dwellings will share certain Common Property (as hereinafter defined), and which will be occupied and maintained as a residential development for the mutual, reciprocal and common advantage of all Owners (as hereinafter defined) and occupants thereof, who shall own and occupy the Property, subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

C. Developer desires to provide for the preservation and enhancement of the Property, and for the maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each, and all of which is and are for the benefit of the Property and each Owner of a portion thereof.

D. Developer desires to provide for the efficient management of the Property, in connection therewith Developer deems it desirable to create a not-for-profit corporation with the power and duty to administer and enforce the protective covenants, conditions, restrictions, easements and limitations hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and collection and disbursement of the Assessments hereinafter created. To this end, Developer has created or will create the Creekside Manor Homeowners Association, Inc., a Florida not-for-profit corporation (“Association”), whose membership shall include the Owners of all or any part of the Property.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold, occupied and conveyed subject to the following easements, restrictions, covenants, liens and conditions, which are for the purpose of protecting the value and desirability of and shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and Developer.

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

(a) “Association” means the Creekside Manor Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property. This is the Declaration to which the Articles of Incorporation (the “Articles”) attached hereto as **Exhibit “A”**, and Bylaws (the “Bylaws”), attached hereto as **Exhibit “B”**, of the Association make reference.

(b) “Board of Directors” means the Board of Directors of the Association.

(c) “Common Property” means all of the real property (including easements, licenses and rights to use real property) together with any improvements thereon, and all personal property

located within or adjacent to the Property, if any, which is owned by the Developer or by the Association, and which the Developer has designated for the common use and enjoyment of the Owners by reference thereto in this Section 1.1(c), or by recording a Supplementary Declaration, pursuant to the terms of Section 5.1(c) hereof. Initially, the Common Property shall specifically include, without limitation, sign and landscape easements (including, but not limited to, those shown on the Plat), entry features (including easement, sign, landscaping, lighting, and any perimeter fencing or walls), all landscaping not located within a Lot, any gates, and the Surface Water or Stormwater Management System (defined below), as shown on the Plat.

(d) “County” means Duval County, Florida.

(e) “Declaration” means this Declaration of Easements, Covenants, Conditions and Restrictions, as it may hereinafter be amended and supplemented from time to time.

(f) “Developer” means Dream Finders Homes LLC, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Reference in this Declaration to Dream Finders Homes, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon Dream Finders Homes, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Dream Finders Homes, LLC and develop and resell the same.

(g) “Lot” means any platted lot located within the Property, which is designated by the Developer by recorded covenant or deed restriction, or as identified and shown upon any duly recorded subdivision plat of the Property, for single family residential use. No Lot shall include any portion of the Common Property.

(h) “Owner” means the record owner or owners, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract or agreement for deed.

(i) “Property or Creekside Manor” The real property described in the Recitals above and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

(j) “Residential Dwelling Unit” means any improved portion of the Property located within a Lot and intended for use as a residential dwelling.

(k) “Surface Water or 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, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import.

ARTICLE II **MUTUALITY, BENEFITS AND BURDENS**

Section 2.1 Mutuality. This Declaration and the covenants, restrictions and agreements contained herein are made for the mutual and reciprocal benefit of each Lot or parcel contained within the Property. This Declaration is intended to create mutual obligations upon each Lot and parcel within the Property in favor of each and every other Lot and parcel within the Property, to create reciprocal rights between all of the Owners and to create privity of contract and an estate between the grantees of each and every Lot and parcel within the Property and their successors, heirs and assigns.

Section 2.2 Owner’s Benefits and Burdens. Each Owner shall by taking title to any Lot agree to abide by all terms, provisions, agreements, covenants, restrictions and conditions contained in this Declaration and shall be entitled to the benefits and burdens contained therein.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 No Implied Extension of Covenants. Each Owner of any improvements constructed on any Lot, by becoming an Owner, shall be deemed to have agreed that (a) the Property and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 Additional Lands. The Developer or the Association (upon the approval of its Board of Directors and with the consent of the owner of the additional land) may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VIII of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of the County, a Supplementary Declaration executed by the Developer, the Association and the owner of the additional land, as applicable, with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner, any mortgagee of land within the Property or any other party, other than the owner of the additional land, if applicable.

Section 3.3 Withdrawal of Lands. The Developer or the Association (upon the approval of its Board of Directors and with the consent of the affected landowner) may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of the County, a Supplementary Declaration executed by the Developer, the Association and the affected landowner, as applicable, with respect to the lands to be withdrawn.

ARTICLE IV
ASSOCIATION

Section 4.1 Membership Generally. No person except an owner of a Lot or Lots or the Developer as referenced in the Declaration, is entitled to membership in the Association. The duration of membership and the rights and obligations associated with membership shall be in accordance with the terms in the Declaration. All Lot Owners and Developer, regardless of whether Developer is also a Lot Owner, shall be either class A or class B Members of the Association, as provided in this Article.

Section 4.2 Voting Rights. The Association shall have two classes of voting membership as follows:

(a) Class A Membership. Class A Members are all Owners other than the Developer and shall be entitled to one (1) vote for each Lot owned by the Class A Member. The Owner of each Lot shall be entitled to cast one (1) vote in matters of the Association that are voted upon by the Owners. The vote for each Lot shall be exercised as the parties comprising the Owner of such Lot may determine (i.e., if the Owner consists of more than one person or entity), but in no event shall more than one (1) vote be cast with respect to any Lot. Class A Members shall be entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Lots have been conveyed to Members.

(b) Class B Membership. The Class B Member shall be the Developer who

shall be entitled to ten (10) votes for each Lot owned by the Class B Member. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) Three (3) months after ninety percent (90%) of the Lots that will ultimately be subject to administration by the Association have been conveyed to the Members; or

(ii) Such earlier date as Developer may choose to terminate the Class B membership upon notice to the Association.

(c) Allocation of Votes; Quorum. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property, all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of the Articles, this Declaration, or by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

(d) Capitalization. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

ARTICLE V

COMMON PROPERTY AND EASEMENTS

Section 5.1 Common Property.

(a) Title. Developer shall retain title to the Common Property until such time as it has completed any improvements thereto, and unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by the Developer, within ninety (90) days of the date of termination of Class B Membership. No transfer of the title to any Lot, and no provision in any deed or other instrument of conveyance of any interest in any Lot shall pass any rights in and to the Common Property, except as expressly enumerated in this Declaration. Upon execution, delivery and recording of deeds conveying the Common Property, the Association shall be deemed to have accepted the conveyances effected by such deeds.

(b) Easement of Enjoyment. Subject to the limitations provided in this Declaration, all Owners, their guests and their invitees and the Association are hereby granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property which easements are appurtenant and shall pass with the title to every Lot. All Owners, their guests, invitees, agents, employees, emergency service providers, police, fire, delivery services, U.S. Mail carriers, employees of utility companies who are authorized by the Developer, the Association and any other persons who may be authorized by the Developer or, the Association shall have a perpetual but non-exclusive right of egress and ingress over the paved portions of the Property designated as roadways. However, all such easements shall be subject to the following:

(i) The rights of the Owner of the Common Property to take such steps reasonably necessary to protect the Common Property against foreclosure.

(ii) Any right of the owner of the Common Property to grant easements and rights-of-way, as may be deemed appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and to provide utilities over all Common Property and including but not limited to easements designated on any plat.

(iii) The rights of the Owner of the Common Property, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility.

(iv) All provisions of this Declaration, the Articles, the Bylaws, any plat of any part of the Property, and all applicable governmental restrictions.

(v) Reasonable rules and regulations governing the use and enjoyment of the Common Property adopted by the Association or the Developer.

(vi) All easements, restrictions, agreements and other matters of record affecting any part of the Common Property.

(vii) The rights reserved to the Developer under Section 5.1(c) to add or withdraw land from the Common Property.

(viii) The right of Association to convey, mortgage or otherwise encumber any or all of the Common Property.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Property to only the intended purposes of such portions of the Common Property. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Property included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Property over any other Owner's property or other privately owned portions of the Property.

(c) Right of the Developer to Designate Property as Common Property or to Withdraw Property from the Common Property.

Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 5.1(c), property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Property in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Property without the consent and joinder of the Owner which is so affected. Addition of land to and withdrawal of land from the Common Property shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Property by the Developer shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 1.1(c) hereof, or subsequently designated as such by the Developer pursuant to Section 1.1(c) hereof and this Section 5.1(c), even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.1(c), upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Property.

(d) Maintenance of Common Property and Compliance with Applicable Permits.

It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum

insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The Association shall also maintain all landscaping on the Common Property provided that neither Developer nor the Association shall be deemed to be a guarantor of such landscaping. The cost of landscaping shall be a part of the annual Assessments. Maintenance of the Common Property shall be conducted in such a manner as to be in accord with any and all permits issued by any applicable governmental agencies, to include but not limited to such permits issued by the United States Army Corps of Engineers, (“ACOE”), Florida Department of Environmental Protection, (“FDEP”), St. Johns River Water Management District, (“SJRWMD”), the County and in accordance with all regulations, rules, statutes, requirements, pronouncements of governmental agencies having jurisdiction over the Stormwater Management System. The Board of Directors of the Association shall oversee all maintenance and the expense for maintenance shall be a common expense to be assessed to the Owners pursuant to this Declaration.

(e) Restrictions on Access. The Developer and, the Association shall the right to deny access to the Property to any person, who is believed to be a nuisance, likely to create or assist in the creation of any nuisance or disturbance. The Developer and, the Association shall have the right but shall not be obligated to control traffic on any roadway within the Property and shall be entitled to exclude any vehicular traffic or vehicle that the Developer or, the Association believes may create a nuisance or create a danger to the authorized users of such roadways. The Developer or, the Association shall have the right to control parking on any roadway on the Property and shall be entitled to remove any fence, wall, hedge, bush, plant, tree or any other structure which the Developer or, the Association believes obscures the vision of motorists utilizing the roadways on the Property. Determination as to whether to exercise any right hereunder shall be at the sole discretion of the Developer or the Association and further, the rights reserved hereunder shall not be considered to be an obligation of the Developer or the Association. Upon dedication to the public, the terms contained in this paragraph shall be of no further effect.

(f) Changes to Roadways. The Developer, its successors, assigns shall be entitled to dedicate to the public use any right-of-way on the Property, so long as any applicable governmental entity shall consent, all or any part of the rights-of-way on the Property and shall have the right to alter, relocate or terminate any right-of-way or easement without the consent or joinder of any party. The provisions of this paragraph notwithstanding, no Lot may be denied access to a street or highway as a result of any change to a right-of-way.

Section 5.2 Easements.

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, and the Association a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property upon, across, over, through, and under any right-of-way and the Common Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, utility poles or equipment, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, gas (propane or natural) television cable or communication lines and systems, and police powers and services, firefighting services, supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property.

(b) Easements for Ingress, Egress, Utilities and Drainage. The Developer reserves for itself, its successors, assigns, the Association and its other designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to construct, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Property; and (ii) any area designated as an easement or right-of-way area on any plat of all or any portion of the Property.

(c) Lot Easement. Developer reserves for itself, its successors and assigns and the Association a perpetual, nonexclusive easement over, under and across a seven and one half foot (7.5’) strip at the front and rear of each Lot, and a five foot (5’) strip at the side of each Lot for the installation, repair and maintenance of all utilities, including without limitation water, sewer, electrical, cable, telephone, drainage, and irrigation lines.

(d) Cable Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive easement for the installation,

maintenance, and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, under and across the rights-of-way and easement areas on any recorded plat of all or a portion of the Property. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 5.2(d), the term “cables” shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

(e) Right to Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

(f) Easement for the Purpose of Maintenance. The Developer, the Association, and their successors or assigns shall have an easement on and over any Lot or the Common Property as may be necessary to maintain the Common Property, the rights of way, the Surface Water or Stormwater Management System, easements granted to JEA, the grinder pump systems provided for in Section 7.6 hereof, and easements or such other property which the Developer or Association is required to maintain.

(g) Easement for Facilitation of Construction.

(i) The Developer reserves the right to itself, its successors and assigns to construct model homes, temporary sales offices, temporary construction offices, temporary storage facilities for construction materials on Developer’s property as may be normally utilized in the construction and sale of homes in sub-divisions substantially similar to that being constructed on the Property. Further, Developer or any other builder owning a Lot shall be entitled to such access as may be reasonably necessary in order to construct improvements on any Lot owned by such Developer or builder.

(ii) During the time that Developer shall be engaged in the construction of roadways, utilities and other infrastructure within the Property, Developer reserves the right to enter upon each Lot for the purpose of clearing trees and vegetation, and the excavation and filling of areas (including permitted jurisdictional wetlands) that in the judgment of the Developer need to be cleared and filled for the installation of utilities, proper grading of right-of-way areas, or for aesthetic reasons. All areas to be disturbed on any Lot shall be filled with suitable fill material to an elevation equal to or higher than the existing grade. All work performed by the Developer or its contractors on all Lots pursuant to this Section 5.2(g) shall be performed in accordance with all applicable construction and environmental permits.

(iii) The Developer reserves for itself, the Association, its agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of installing, enhancing, creating, preserving, maintaining or improving roadways, landscaped areas, conservation areas, wetland areas, lakes, ponds, hammocks, wildlife preserves, the Surface Water or Stormwater Management System or other Common Property.

(h) Developer's Rights. Developer, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in any plat of the Property or described herein; (ii) to plat or replat all or any part of the Property owned by Developer; and (iii) to widen or extend any right-of-way shown on any plat of the Property or convert a Lot to use as a right-of-way, provided that Developer owns the lands affected by such changes. The Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the drainage flow of surface water, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of the Developer,

the Association or the grantee of the easement. Developer and the Association shall have the right but not the obligation to take any reasonable action necessary to correct any condition which alters or affects the drainage flow of surface water.

(i) Development Edge. The Developer or the Association, their successors or assigns shall have an easement on and over any Lot or the Common Property as may be necessary to maintain Tracts “A” and “B” (“Development Edge”), including but not limited to Lots 1, and 25 through 28, inclusive, and running along the perimeter and in other areas of the Property. The Association shall maintain, repair or replace the landscaping which is installed by the Developer in the Development Edge.

Section 5.3 Plat Easements and Dedications. The Developer has granted and dedicated to JEA certain easements and as indicated on the Plat, to include but not limited to those easements identified as “JEA-E.E.” and “JEA-E”.

Section 5.4 Tracts Retained by Developer & Assigns. Ownership and responsibility for maintenance of Tracts “A”, “B”, “C” and “D” as indicated on the Plat, attached hereto as Exhibit “A” are dedicated to the Association. The Assessments provided under Article VIII shall be used for maintenance of Tracts “A”, “B”, “C” and “D” (as applicable).

Section 5.5 Additional Easements. The Developer and its assigns shall have the authority to enter into any additional easements necessary or beneficial to facilitate the provision of utilities and services to the Property.

ARTICLE VI **THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM** **AND LAKES**

Section 6.1 Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System, all infrastructure, recreation facilities, entrance features, landscaping, perimeter fencing, buffering and off-site improvements constructed by the lakes located on the Property. Maintenance of the Surface Water or Stormwater Management System(s) and lakes shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System and lakes shall be as permitted or, if modified, as approved by the SJRWMD.

Section 6.2 Covenant for Maintenance Assessments for the Association. Each Lot shall also be used for the maintenance and repair of the surface water or stormwater management systems and lakes including but not limited to work within retention areas, drainage structures, drainage easements and lakes and for such other expenses as allowed by law.

Section 6.3 Easement for Access and Drainage. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual, non-exclusive easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purposes of operating, maintaining, and repairing the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association in accordance with the requirements of this Declaration. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System and lakes for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, or on which any part of a Lake is located, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System and lakes as required by the SJRWMD permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System and the lakes. No person shall alter the drainage flow of the Surface Water or Stormwater Management System or the lakes, including buffer areas or swales, without the prior written approval of the SJRWMD. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby,

such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

Section 6.4 Enforcement. The SJRWMD and the Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 6.5 Swale Maintenance. The Developer has constructed a drainage swale (“Drainage Swale”) upon all or some of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. Each Owner of such Lots, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair 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 by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) on which the Drainage Swale is located. Should any Owner fail to maintain the swale located on his or her Lot, the Association shall have the right, but not the obligation, to enter onto such Owner’s Lot and perform the necessary maintenance and the expense for such maintenance shall be charged to the Owner. If the maintenance is performed by the Association, then such expense upon being charged to the Owner’s account and shall be collectible pursuant to Sections 8.4 and shall specifically be subject to imposition of a lien pursuant to 8.5.

Section 6.7 Lot Owner Maintenance Responsibility. Certain parts of the Surface Water or Stormwater Management System and the lakes may be partially located on certain of the Lots. Such Lot Owners shall be required to maintain those parts of the Surface Water or Stormwater Management System and lakes located on their Lot. Should such Lot Owners fail to maintain those parts of the Surface Water or Stormwater Management System and lakes located on their Lot, the Association shall be authorized to enter upon such Lots and perform the necessary maintenance and assess the Lot Owner with. If the maintenance is performed by the Association, then such expense upon being charged to the Owner’s account shall collectible pursuant to Section 8.4. Regardless of the foregoing, the Association shall be responsible for the maintenance of the storm water management facilities and unobstructed drainage easements contained in Lots 11 through 24.

ARTICLE VII **UTILITIES**

Section 7.1 Water System. The central water supply system provided for the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of such Owner’s Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Developer or the Association.

Section 7.2 Sewage System. The central sewage system provided for the Property, which shall be used as the sole sewage system for each Lot. No septic tank or drain field shall be allowed on the Property. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service (including the initial hook-up) made by the operator thereof. No sewage shall be discharged onto the open ground or into any lake, pond, park, ravine, drainage ditch, canal or roadway.

Section 7.3 Trash Collection. All trash, garbage, refuse and rubbish shall be collected by persons, parties or entities approved by the Association. The Owners shall be responsible for paying all fees associated with collection of trash, garbage, refuse and rubbish.

Section 7.4 Arrangement for Utility Service. The Owners shall be responsible for making

any and all arrangements for the provision of utility service to his or her Lot.

Section 7.5 Solid Waste Recycling. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, the County, or the solid waste collection provider.

Section 7.6 Grinder Pump Systems. Grinder pump systems may be installed on certain Lots within the Property. The Association shall provide for an annual maintenance inspection of the grinder pump systems, but otherwise each Owner shall be responsible for the maintenance of any grinder pumps and ancillary equipment within such Owner's Lot. Should any Owner fail to maintain any grinder pumps or ancillary equipment located within such Owner's Lot, the Association shall have the right, but not the obligation, to enter onto such Owner's Lot and perform the necessary maintenance and the expense of such maintenance shall be charged to such Owner. If the maintenance is performed by the Association, then such expense shall be charged to the Owner's account and shall be collectible pursuant to Sections 8.4 and shall specifically be subject to imposition of a lien pursuant to 8.5.

ARTICLE VIII COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 8.1 Annual Assessments. For each Lot within the Property, Developer covenants, and each Owner, by acceptance of a deed or other conveyance including a purchaser at a judicial sale, whether or not it shall be so expressed in any such deed or other conveyance, agrees to pay to the Association any annual and special assessments established and levied by the Association pursuant to this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 8.2 Purpose of Assessments; Special Assessments.

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of the improvement, maintenance and operation of any Common Property owned by the Association (and any to any other lands and improvements maintained by the Association owned by the Association), the management and administration of the Association, and the furnishing of services as set forth in this Declaration, at a level sufficient to meet the Association's obligations, including contingencies and reserves, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Property owned by the Association. Assessments collected by the Association to fund reserves if any shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Property.

(b) The Board of Directors may levy special assessments for any unforeseen purpose, including on an emergency basis, relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 8.4 hereof.

Section 8.3 Area Assessments. The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board of Directors from time to time, including without limitation the cost of security and landscaping services, which shall benefit only Specific Lots (the "Area Assessments"). The Area Assessments shall be levied against only those Lots that receive the benefit of such services and shall be allocated among only the Owners of such Lots on an equal basis. The identity of the Lot or Lots that are deemed to receive the benefit of the Area Assessments authorized by this Section 8.3 shall be determined by the Board of Directors in its sole discretion.

Section 8.4 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon an equal amount per Lot. The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of the County. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semiannually; provided, however, that upon default in the payment of any one or more installments, the entire balance of such annual assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 8.5 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of the County, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs of collection, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If any assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association which shall specifically include without limitation reasonable attorneys' fees for pre-trial demands, preparation, trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement. The Board of Directors, by majority vote, shall have the right to assess fines pursuant to statutory guidelines and procedures set forth in Section 720.305 Florida Statutes and may suspend the voting rights and the right to the use of the Common Property by an Owner for any period during which any assessment against his Lot that is more than ninety (90) days past due remains unpaid.

Section 8.6 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the lien for assessments which have become due and payable prior to a sale or transfer of the Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No such sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein shall relieve any lender or mortgage holder of the obligation to pay assessments due to the Association pursuant to Section 720.3085, Florida Statutes, or any statute of similar import.

Section 8.7 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, and other portions of the Property owned by the Developer shall not be subject to any annual, special or area assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the operating expenses of the Association (which operating expenses shall not include any bad debt or similar expense) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the operating expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) Developer shall no longer have the control the Association's Board of Directors; or (ii) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on

Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

Section 8.8 Exterior Maintenance Assessment.

(a) Exterior Maintenance. The Association may provide maintenance upon any Lot or any improvement located thereon, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but shall not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean up and yard maintenance. Each affected Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

(b) Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.8(a) shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board of Directors, benefitting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to the other provisions of this Article VIII. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys' fees, and costs of collection, as provided for in this Article VIII, and shall be subordinate to mortgage liens to the extent provided by Section 8.6 hereof.

(c) Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.8(a), to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

Section 8.9 Bulk Rate Service Agreements. As a common service to the Owners, the Association may, but shall not be obligated to, enter into contracts ("Common Service Contracts"), including bulk rate service agreements, with providers ("Service Providers") of cable television, internet access, telephone and similar utilities for the construction, management, maintenance, modification and operation of such systems and utilities ("Common Systems"). All expenses incurred by the Association in connection with any Common Service Contracts or Common Systems shall constitute an expense which may be funded through the collection of assessments pursuant to this Article VIII; provided however, if particular or additional services or benefits are provided to particular Lots or building parcels, the benefitted Owner shall pay the Service Provider directly for such services, or the Association may assess such costs as an Area Assessment pursuant to Section 8.3 hereof. The terms of any Common Service Contracts may obligate individual Owners to execute subscription agreements or other contracts directly with the applicable Service Providers, or alternatively, the Association may execute Common Service Contracts on behalf of all Owners. All such agreements or other contracts may contain terms and conditions relating to the use and access of the systems described therein which, if violated by the Owner or any other person, may result in services to the applicable Lot or building parcel being terminated by the Service Provider or the Association. The termination of service for such a violation shall not relieve the applicable Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining the applicable Common Service Contracts or Common Systems. The Association shall have no obligation to utilize any particular Service Providers and all Common Service Agreements shall contain such terms and provisions as the Association shall reasonably deem appropriate in its sole discretion.

Section 8.10 Disclaimers as to Bulk Services. With respect to any Common Systems that are provided pursuant to Section 8.9 hereof, all Owners and occupants of any portions of the Property are hereby notified as follows:

(a) All Service Providers and the Common Systems provided by them may be subject to federal, state or local regulations, laws and ordinances. Such regulations, laws and ordinances may have a significant impact on certain aspects of the Common Systems including, but without limitation, the fees charged, the method of delivery and the relative rights and responsibilities of

the Common System users and Service Providers. The impact of all such regulations, laws and ordinances are beyond the control of the Developer and the Association, and accordingly, neither the Developer nor the Association shall have any responsibility to any Owner therefor.

(b) Each Owner acknowledges and agrees that the Developer and the Association, by virtue of their respective contractual relationships with Service Providers, may gain access to information relating to the individual use of the Common Systems by Owners including account and content information. In recognition of this fact, each Owner waives any privacy rights that such Owner may have in any such information, as well as any claims relating thereto against the Developer, the Association or their respective affiliates, successors, assigns, constituent members or related parties. Further, each Owner acknowledges and agrees that the acquisition of such information by the Developer or the Association shall not create any duty on the part of the Developer, the Association or any other party to act in any manner with respect to such information.

(c) Neither the Developer nor the Association nor any of their respective affiliates, successors, assigns, agents, employees, constituent members or other related parties shall be liable to any Owner or other party for any direct, indirect, incidental, special, punitive, consequential or other damages, losses, allegations, claims, suits or other proceedings, expenses, liabilities or costs (including attorneys' fees), including without limitation, loss of profits, earnings, business opportunities, data, inaccuracy of data, cost of procurement of substitute goods or services or personal injury (including death) resulting from, arising out of or in connection with, directly or indirectly, any Owner's or other party's use of any Common Systems services provided pursuant to a Common Service Contracts, including without limitation (i) any contention that the use of a Common Systems by an Owner or other party infringes on the copyright, trademark, patent, trade secret, confidentiality, privacy or other intellectual property or contractual right of any party; (ii) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmission or any failure of performance of the Common Systems; (iii) acts or occurrences beyond the reasonable control of applicable Service Providers, including without limitation, fire, lightning, explosion, power surge or failure, wars, acts of God, any law, order, regulation or requirement of any governmental or legal body or representative thereof; (iv) the content of services available on the internet or otherwise through any Common Systems, including the accuracy, quality and confidentiality of information obtained through third parties through such Common Systems; or (v) the activities of other internet users in accessing or monitoring any Owners' or other parties' personal computers or use thereof.

(d) Neither the Developer nor the Association nor their respective affiliates, successors, assigns, constituent members, designees or related parties shall be responsible for any damages, including the loss or damage of destruction of property, personal injury (including death), lost data, lost profits or lost opportunities, resulting from any interruption or termination of any services provided to Owners by any Common Systems. Each Owner acknowledges that all such services are subject to periodic interruption from time to time.

8.11 Notice of Transfer. Prior to the conveyance or transfer of any Lot or other portion of the Property, the Owner thereof shall obtain from the Association, a written statement of any and all assessments, costs, or other charges owed to the Association by such Owner with respect to such portion of the Property. All such assessments, costs and other charges shall be paid simultaneous with the closing of such Owner's conveyance or transfer of such portion of the Property, and in the event that the same shall not be paid, both the Owner and the Owner's grantee shall be jointly and severally responsible for the payment of same, and such portion of the Property shall be subject to the Association's lien for such unpaid sums as more particularly set forth in this Article VIII of this Declaration. Following the closing of any such conveyance or transfer, the new Owner shall, within fifteen (15) days of the effective date of such conveyance or transfer, notify the Association of the name and mailing address of the new Owner.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 9.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, swimming pool, well, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the

Common Property, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications, which without limitation shall include all exterior colors and materials, shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with design guidelines which may be imposed from time to time by the Developer (the "Design Guidelines"). It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same

Section 9.2 Review Procedures. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article IX:

(a) To promulgate, amend, eliminate or replace Design Guidelines applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Creekside Manor. Any amendment of the Design Guidelines shall be consistent with the provisions of this Declaration. Notice of any amendment to the Design Guidelines, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the Design Guidelines shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the Design Guidelines, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article IX. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable Design Guidelines.

(c) To approve or disapprove in accordance with the provisions of this Article IX, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To establish as part of the Design Guidelines, objective standards for the approval of contractors constructing homes within the Property, which standards may include requirements for licensing, insurance, good standing with the local Better Business Bureau, minimum net worth and demonstration of substantial experience in the construction of homes within areas of northeast Florida that are reasonably comparable to the homes constructed or to be constructed within the Property. BY ESTABLISHING SUCH STANDARDS OR APPROVING ANY CONTRACTOR, DEVELOPER SHALL NOT ASSUME LIABILITY FOR OR OTHERWISE BECOME RESPONSIBLE FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING IN CONNECTION WITH ANY SUCH CONTACTOR'S CONSTRUCTION OF ANY HOME OR OTHER IMPROVEMENT WITHIN THE PROPERTY. IN NO EVENT SHALL DEVELOPER BE DEEMED A PARTNER, JOINT VENTURER OR OTHER RELATED PARTY OF ANY KIND WITH OR TO ANY CONTRACTOR, AND ACCORDINGLY, DEVELOPER CANNOT BE AND IS NOT RESPONSIBLE FOR, OR A GUARANTOR OF, PERFORMANCE BY ANY CONTRACTOR OF ANY OBLIGATION TO ANY OWNER.

(e) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(f) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article IX.

(g) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article IX.

Section 9.3 Variance. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable Design Guidelines when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable Design Guidelines covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 9.4 Assignment. The Developer reserves the right to assign, in whole or in part, its reserved rights under this Article IX to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article IX that pertain to such assigned rights. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise such rights of architectural control authorized by this Article IX that are assigned to the Association and shall have the authority to pay reasonable compensation to members of the ARB.

Section 9.5 No Liability. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, DEVELOPER SHALL MERELY HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO EXERCISE ARCHITECTURAL CONTROL, AND SHALL NOT BE LIABLE TO ANY OWNER, ITS SUCCESSORS, ASSIGNS, PERSONAL REPRESENTATIVES, OR HEIRS, DUE TO THE EXERCISE OR NON-EXERCISE OF SUCH CONTROL. IN CONNECTION WITH ALL REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS BY OR FROM THE DEVELOPER AS CONTEMPLATED BY THIS ARTICLE IX, THE DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST AN OWNER OR SUCH OTHER PERSON AND ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY SUCH REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS, WHETHER GIVEN, GRANTED OR WITHHELD BY THE DEVELOPER. FURTHERMORE, THE APPROVAL OF ANY PLANS AND SPECIFICATIONS OR ANY PROPOSED IMPROVEMENTS SHALL NOT BE DEEMED TO BE A DETERMINATION OR WARRANTY THAT SUCH PLANS AND SPECIFICATIONS OR PROPOSED IMPROVEMENTS ARE COMPLETE, DO NOT CONTAIN DEFECTS, OR IN FACT MEET ANY STANDARDS, GUIDELINES, OR CRITERIA OF THE DEVELOPER, OR ARE IN FACT ARCHITECTURALLY OR AESTHETICALLY APPROPRIATE, OR COMPLY WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENTS, AND THE DEVELOPER, ITS ASSIGNS AND DESIGNEES, SHALL NOT BE LIABLE FOR ANY DEFECT OR DEFICIENCY IN SUCH PLANS AND SPECIFICATIONS OR PROPOSED IMPROVEMENTS, OR ANY INJURY TO PERSONS OR PROPERTY RESULTING THEREFROM.

ARTICLE X **USE OF PROPERTY**

Section 10.1 Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements of Article IX, the specific references to the ARB approval set forth in this article or elsewhere in this Declaration shall not be construed as a limitation or waiver of any of the requirements of this article.

(a) Residential Use. The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes and for parking for such model homes during the development and sale of Lots within the Property. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Provided, however, an occupant of a Residential Dwelling Unit who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licenses or invitees regularly visiting the Residential Dwelling Unit), or makes professional telephone calls or correspondence in or from a Residential Dwelling Unit is engaging in a residential use and shall not be deemed to be in violation of this Section 10.1(a) by reason thereof. No time-share ownership of Lots is permitted without Developer's approval. No Lot shall be divided, subdivided, reduced in size or combined with another Lot without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided or combined pursuant to this Section 10.1(a) shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer. Nothing herein shall be deemed to prevent the Developer from converting the use of a Lot to be used as a road for ingress and egress from an adjacent Lot.

(b) Setbacks. Front, rear and side building setbacks for all dwellings and related structures shall be as established by the Design Guidelines.

(c) Easement Areas. No Residential Dwelling Unit shall be erected within any easement area shown on any plat of all or any portion of the Property.

(d) Landscaping and Irrigation. Landscaping and irrigation shall be installed on each Lot in accordance with the requirements of the Design Guidelines.

(e) Leasing. For purposes of this Declaration, "leasing" is the exclusive occupancy of a Residential Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit. All leases for Residential Dwelling Units shall (i) be in writing; (ii) have a term of at least twelve (12) months; (iii) lease the Residential Dwelling Unit in its entirety (e.g. separate rooms within the same Residential Dwelling Unit may not be separately leased); and (iv) include a provision by which the lessee agrees to be bound by the terms and conditions of this Declaration and any rules and regulations of the Association. Any Owner leasing its Residential Dwelling Unit shall remain responsible for the terms and conditions of this Declaration and any rules and regulations of the Association.

(f) Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Lot or Common Property so as to be detrimental to any other Lot in the vicinity thereof or to its occupants, or to the Common Property. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. If a dispute or question arises as to what may be or become a nuisance, the issue shall be determined by the Board of Directors. Subject to all applicable laws, codes, rules and regulations and Developer's review and approval rights under Article IX above, each Owner shall, at such Owner's sole cost and expense, screen from view and reduce the propagation of sound from all pool pumps, heating, ventilation and air conditioning equipment, generators and exterior mechanical equipment.

(g) Work Hours. All work done by contractors, subcontractors and domestic workers must be done during daylight hours.

(h) Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

(i) Pets. No animals, livestock or poultry of any kind shall be raised bred or kept on any Lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided

they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. If, in the discretion of the Board of Directors, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board of Directors shall have the right, but not the obligation to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board of Directors shall specify. The Board of Directors shall have the right to adopt rules governing the ownership and maintenance of pets.

(j) Signs. No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Residential Dwelling Unit, Common Property or in any window, unless express prior written approval of the size, shape, content, appearance and location has may be approved in accordance with criteria established by Developer, except standard 18" x 24" typical painted real estate signs shall be allowed without prior approval. Notwithstanding the foregoing, Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale or rental of Lots.

(k) Parking. All vehicles shall be parked and stored within the garages or paved driveways on a Lot. The number of vehicles parked in a driveway may not exceed the number of garage doors for that home (i.e., 1 Car Garage Door = 1 Car parked in Driveway, 2 Car Garage Door = Maximum 2 Cars parked in Driveway, and 3 Car Garage Door = Maximum 3 Cars parked in Driveway). No boats or recreational vehicles (including golf carts, campers and motor homes), mobile homes, house trailers, trailers of every description (including boat trailers) or other motor vehicles, except four-wheel passenger automobiles, may be stored or parked within the Property unless surrounded completely such that they cannot be seen. Any maintenance or repair to be performed on any of the foregoing items must take place within a building/garage, or otherwise screened, so as to be totally isolated and screened from public view. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Property except wholly within a garage. All parking within the Property shall be in accordance with rules and regulations adopted by the Developer or the Association. No parking is allowed on the street rights-of-way, park areas, or other Common Property except motor vehicles may be parked within Common Property designated as parking areas (if any) by the Developer or the Association. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

(l) Visibility at Street Intersections. No obstruction to visibility at intersections shall be permitted. All Lots located at street intersections shall be landscaped and maintained so as to permit safe sight across street corners. No fence, wall, hedge or shrub shall be placed, planted or permitted to remain where it would create traffic or sight problems. The Developer of the Association, as applicable, shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots.

(m) Clotheslines. No clotheslines or other clothes-drying facility shall be permitted on the Common Property or other portions of the Property where it would be visible from any Common Property or other portions of the Property where it would be visible from any Common Road or any other Lot.

(n) Garbage and Trash Containers. No rubbish, trash, garbage or other waste material shall be kept or stored on any Lot, except for in trash containers which shall not be visible from any portion of the Common Property or any other Lot. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the County. All garbage and trash containers shall be kept within an enclosed area in a location approved by the ARB. Except as may be permitted by the Board of Directors, trash receptacles shall be placed curbside no earlier than 5:00 P.M. of the day prior to pick-up by garbage and trash removal services, and shall be removed from curbside no later than 10:00 P.M. of the day of pick-up. Developer reserves the right, but is not obligated, to impose (and modify from time-to-time) and enforce rules and regulations relating to trash receptacles and the trash collection procedures for the Property. This Section shall not apply to construction sites; provided that construction sites shall be kept in a neat and orderly condition.

(o) Window Air Conditioners and Antenna. No window air conditioning unit, aerials, satellite dishes, or antennae shall be installed on any Lot without the prior approval the Developer. Further, the installation of any approved aerials, antennae or satellite dishes shall be subject to compliance with all Design Guidelines imposed by the Developer or the Association from time to time and shall comply with any applicable governmental laws, statutes or regulations.

(p) Lakes. The Developer and the Association shall have the right to pump or otherwise remove any water from any lake within the Property for the purpose of irrigation or other use. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No boat shall be permitted to be operated on any lake except as may be permitted by the Board of Directors. No swimming is permitted in any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "Lake Parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.1(y) hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Section 8.8 of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any Lake. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

(q) Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any Lot at any time, except temporary structures maintained for the purpose of construction and marketing of the Lots.

(r) Hazardous Materials. No Owner shall cause or permit any "Hazardous Substances" (as defined below) to be generated, placed, held, stored, used, located or disposed of on the Property, except for Hazardous Substances commonly and legally used for household cleaning purposes and subject to compliance with all applicable laws, statutes, codes, ordinances and rules and regulations. "Hazardous Substances" shall mean any hazardous wastes and toxic substances, including, without limitation, those regulated under the Resource Conservation and Recovery Act of 1976, as amended in 1984; (42 U.S.C. Sec. 6901 et seq.); the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended in 1986; (42 U.S.C. Sec. 9601 et seq.); the Federal Toxic Substances Control Act; (15 U.S.C. Sec. 2601 et seq.); the Clean Air Act; (42 U.S.C. Sec. 7401 et seq.); the Pollutant Spill Prevention and Control Act; (F.S. Chapter 376 et seq.); and any other state, federal or local statutes or ordinances pertaining to environmental contamination, together with all rules, regulations, orders and the like, applicable to the same.

(s) On-Site Fuel Storage. No on-site storage of gasoline, fuels or other flammable or explosive matters shall be permitted on any Lot, except that up to five (5) gallons of gasoline may be stored on a Lot for emergency purposes and operation of lawn equipment.

(t) Removal of Trees. In order to preserve the environment and migratory bird populations, no trees which remain on a Lot at the time of completion of the initial construction of the improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residential Dwelling Unit or other improvements on the Lot, or to persons occupying or utilizing the Property, without the consent and approval of the Developer and the obtaining of any and all governmental approvals as may be required by governmental authorities having

jurisdiction over the Property.

(u) Garages and Detached Structures. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer as a sales office during the marketing of the Property. There shall be no detached buildings, including without limitation detached garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures, constructed on any Lot without the prior written consent of the Developer.

(v) Soliciting. No soliciting will be allowed at any time within the Property, except by the Developer or its successors, assigns or designees during the marketing or the sale of Lots or houses.

(w) Fences, Lighting and Mailboxes. No fences, retaining walls or other barriers shall be allowed or constructed upon any Lot or any other Portion of the Property except as approved by the Developer. No lighting shall be permitted which alters the residential character of the Property. The Board of Directors may establish standards for holiday lighting and decorations, and may require the removal of any lighting that creates a nuisance. All mailboxes shall be approved by the Developer.

(x) Sidewalks. Any Owner of a Lot developing a Residential Dwelling Unit on such Lot shall construct any sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by the County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot.

(y) Maintenance of Lots. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board of Directors distracts from the overall beauty and safety of the Property. Further, in the event that any landscaped or natural areas shall be removed or altered without approval pursuant to Article IX hereof, the Developer and the Association shall have the right to require that the applicable owner restore such areas, and such obligation may also be enforced in accordance with the provisions of this Article X. During construction of each home or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. By rule adopted by the Board of Directors from time to time, the Board of Directors may specify the location for construction entrances and routes through the Property which shall be used by all parties participating in construction activities within the Property. Further, by rule adopted by the Board from time to time, the Board of Directors may specify exclusive locations for concrete washouts and similar uses occurring in connection with all such construction activities.

(z) Compliance with Laws. All Owners and other occupants of the Property shall at all times comply with all zoning, environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property. Without limiting the generality of the foregoing, no approval granted pursuant to the provisions of this Declaration shall excuse any Owner from complying with any and all applicable zoning or land use laws.

(aa) Reservation of Right to Release Restrictions. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so

long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

(bb) Wetlands and Jurisdictional Land. THIS DECLARATION IS SUBJECT TO THE RIGHTS OF THE STATE OF FLORIDA AND OTHER GOVERNMENTAL ENTITIES HAVING JURISDICTION OVER PORTIONS OF THE PROPERTY WHICH MAY BE CONSIDERED JURISDICTIONAL WETLANDS, AND EVERY OWNER SHALL OBTAIN ANY PERMIT NECESSARY PRIOR TO UNDERTAKING ANY DREDGING, FILLING, IMPROVING, LANDSCAPING OR REMOVAL OF PLANT LIFE EXISTING ON HIS LOT. A CONSERVATION EASEMENT SHALL BE EMPLACED OVER ALL LANDS WATERWARD OF ANY JURISDICTIONAL WETLANDS LINE AS ESTABLISHED ON THE PLAT AS WETLAND AND JURISDICTIONAL TRACT "D" (THE "CONSERVATION AREA"). NO OWNER SHALL CONDUCT ANY CLEARING, FILLING, IMPROVING, LANDSCAPING, OR REMOVAL OF PLANT LIFE WITHIN ANY CONSERVATION EASEMENT AREA WITHOUT THE PRIOR WRITTEN PERMISSION OF THE ASSOCIATION, THE COUNTY, STATE OF FLORIDA, THE SJRWMD, ACOE AND ALL OTHER APPLICABLE GOVERNMENTAL ENTITIES, AND THE ARB.

FURTHER ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO ANY JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE SJRWMD, THE ACOE OR BY ANY APPLICABLE CONSERVATION EASEMENT, OR ESTABLISHED IN ANY OTHER MANNER, SHALL, BY ACCEPTING CONVEYANCE OF SUCH LOT BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS OR CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER ANY SUCH PERMITS OR REQUIREMENTS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS, THE DEVELOPER AND THE ASSOCIATION, FROM ANY AND ALL COSTS AND THE ASSOCIATION HARMLESS FROM ALL COSTS, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS, FINES, ALL COSTS OF CURING SUCH VIOLATION AND ALL OTHER SANCTIONS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. . NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PART OF ANY JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF SJRWMD, AS APPLICABLE OWNERS SHALL INSURE THAT ALL SJRWMD AND ACOE PERMITS ARE ADHERED TO. THE DEVELOPER AND THE ASSOCIATION, AS THE CASE MAY BE, SHALL HAVE THE RIGHT TO BRING ANY APPROPRIATE LEGAL ACTION AGAINST ANY OWNER WHO VIOLATES ANY SUCH SJRWMD OR ACOE PERMIT.

Section 10.2 Rules and Regulations. The Association, acting through its Board of Directors, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

Section 10.3 Compliance; Owner's Responsibility. Each Owner shall be the responsible for the actions of family members, guests, employees, agents, tenants or other invitees and shall ensure that such individuals comply with and abide by this Declaration, the Articles, the Bylaws and rules and regulations of the Association and each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect or carelessness or by that of any family members, guests, employees, agents, tenants or other invitees. Upon violation of any term or condition of this Declaration, the Articles, the Bylaws and any of the rules or regulations adopted as herein provided by and Owner, or his family members, guests,

employees, agents, tenants, or other invitees, the Association may levy fines as provided by law and as determined by the Board of Directors. To enforce the rules and regulations and the provisions of this Declaration, the Articles and the Bylaws, the Association, or any Owner may bring an action for specific performance, declaratory decree or injunction, and the successful prevailing party may recover its costs and attorneys' fees in such suit

ARTICLE XI **INSURANCE**

Section 11.1 Types of Coverage.

(a) Insurance of Common Property. The Board of Directors shall obtain liability insurance on any Common Property owned by the Association and, if additional Common Property with significant insurable improvements are added to the Property, the Association may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:

(i) Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

(ii) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Board of Directors or other Owners. The Board of Directors shall review such limits once a year.

(b) Insurance on Lots. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residential Dwelling Unit, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each Owner to obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full replacement cost of the Residential Dwelling Unit and other improvements located on the Owner's Lot.

(c) Director and Officer Liability Insurance. The Board of Directors may obtain as a matter of common expense, payable from the annual assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and Officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

(d) Other Coverage. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage as may be necessary or convenient to comply with requirement of mortgagees or based upon the cost and availability of such coverage.

Section 11.2 Repair and Reconstruction After Fire or Other Casualty.

(a) Common Property. In the event of damage to or destruction of all or any of the improvements on any Common Property owned by the Association, as a result of fire or other casualty, the Association may in its discretion arrange for repair and restoration of such damaged improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Association and the ARB.

(b) Residential Dwelling Units. Any Owner whose Residential Dwelling Unit is

destroyed or damaged by fire or other casualty shall immediately proceed to build and restore his Residential Dwelling Unit to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article IX and Article X above. Provided, however, if the damage is so extensive that the Owner determines not to rebuild the Residential Dwelling Unit, the Owner may remove all remaining improvements and debris and sod the Lot. In such event, all landscaping obligations on the part of Owner shall remain in effect.

ARTICLE XII **ASSOCIATION LIABILITY**

Section 12.1 Disclaimer of Liability of Association. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN THE ARTICLES, OR THE BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (JOINTLY REFERRED TO HEREIN AS THE “ASSOCIATION DOCUMENTS”), THE PROVISIONS HEREOF SHALL NOT BE CONSTRUED TO MEAN THAT THE DEVELOPER OR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR IN ANY MANNER AS A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY NOR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, OWNERS, RESIDENTS, THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS, NOR FOR ANY PROPERTY OF SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ANY LOCAL GOVERNMENT, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(C) ANY PROVISIONS OF THE ASSOCIATION 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 ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, “ASSOCIATION” SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION’S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY

Section 12.2 Release as to use of Surface Water or Stormwater Systems and Disclaimer of Liability. NEITHER THE DEVELOPER OR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES RELATED TO THE USE OR ACCESS OF OR TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM AREAS, INCLUDING BUT NOT LIMITED TO ANY PERSONAL INJURY, LOSS OR DAMAGE ACCRUING THEREFROM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS OR INVITEES, HEREBY AND BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION WITH ANY USAGE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

NEITHER THE DEVELOPER OR THE ASSOCIATION, ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, OAKS AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERRED TO HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST AND OR NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR LAKE BOTTOMS LOCATED THEREIN.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1 Developer's Reserved Rights re: Easements. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 13.1, shall be dispositive for all purposes; provided nothing contained in this Section 13.1 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 13.2 Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded in

the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 13.3 Condemnation. In the event all or part of the Common Property shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding seventy five percent (75%) of the votes may agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 13.4 Notices. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing, if different.

Section 13.5 Remedies for Violations.

(a) If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The CDD, ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this Section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not 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.

(b) Fines. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to levy a fine or fines upon any Owner for failure of the Owner, his family, guests or invitees, tenants, or occupants, to comply with the covenants, restrictions, rules, and regulations contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(i) **Notice of Infraction.** The Association shall notify the Owner or occupant of the infraction(s).

(ii) **Notice of Fine Committee Meeting.** Such Owner or occupant shall be given notice and an opportunity to be heard by a committee of at least three (3) members (the "**Fine Committee**") appointed by the Board of Directors in accordance with Section 720.305, Florida Statutes. Included in the notice shall be the date and time of a hearing before the Fine Committee at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such hearing shall be given.

(iii) **Amounts:** Upon recommendation of the Fine Committee, the Board of Directors may impose fines against the applicable Lot of up to Fifty Dollars (\$50.00) per incident, per day. The maximum permitted fine may be increased from time to time by the Board of Directors as it may deem necessary or convenient in its discretion. The Board of Directors may

increase fines to more than One Hundred and No/100 Dollars (\$100.00) per violation and the total amount of fines may exceed One Thousand and No/100 Dollars, (\$1,000.00) in the aggregate. Any Fine equal to or exceeding One Thousand and No/100 Dollars (\$1,000.00) shall be a lien against the applicable Lot.

(iv) Subsequent and Continuing Violations: Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(v) Payment of Fines: Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

(vi) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(vii) Non-exclusive Remedy: The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Lot Assessment; however, any fine paid by Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

Section 13.6 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall", wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

Section 13.7 Conflict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.8 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County.

Section 13.9 Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or affect of the balance of the Declaration, which shall remain in full force and effect.

Section 13.10 Amendment. This Declaration may be amended, altered or terminated at any time by an instrument signed by the President or Vice President and Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by Owners holding two thirds (2/3) of the voting interests in the Association, either in person or by proxy at a duly called meeting, or by written consent without meeting in a manner permitted by law by Owners holding two thirds (2/3) of the votes in the Association, which amendment shall become effective upon its filing in the public records of the County; provided, however, that:

(a) As long as Developer is an Owner of any Lot, no amendment shall become effective without the written consent and joinder of Developer.

(b) To the extent any amendment or termination affects Developer's reserved easement rights under this Declaration, no such amendment or termination shall become effective without

the written consent and joinder of Developer.

(c) Developer specifically reserves the absolute, unconditional and unilateral right so long as it owns any of the Property to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of any holder of a mortgage or (ii) to conform to the requirements of title insurance companies, (iii) to conform to the requirements of any governmental entity having control over or jurisdiction over the Property, (iv) to clarify the provisions hereof, or (v) in such other manner as developer deems necessary and convenient, provided, however, such amendment does not materially and adversely affect the value of any Lot located within the Property.

(d) Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior approval of the SJRWMD. Further, any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, if any, must have prior written approval of ACOE.

(e) This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the public records of the County.

Section 13.11 Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorneys' fees, whether incurred before or at trial, on appeal, in bankruptcy, in determining entitlement to attorneys' fees and costs and quantifying the amount of fees and costs the prevailing party is entitled to, or post-judgment collection.

Section 13.12 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

Section 13.13 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenant, condition or restriction on any Lot or any part of the Property without the prior written consent of the Developer. Notwithstanding anything to the contrary contained within this Section 13.13, the Developer may include in any deed, agreement or contract hereafter made and covering all or any part of the Property any additional covenants, conditions and restrictions applicable to the Property so covered with are not inconsistent with and which do not lower the standards established by this Declaration.

Section 13.14 Recreational Facilities; Amenities. All playgrounds and other recreational facilities or amenities furnished by the Developer, or the Association shall be used at the risk of the user, and neither the Developer nor the Association shall be liable to any person for any claim, damage or injury occurring thereon or related thereto. Each Owner hereby releases and agrees to indemnify, defend and hold the Developer, the Association, and their respective members, partners, shareholders, directors, officers, employees and agents harmless with respect to any claims, demands, losses, costs, fees, expenses and causes of action related to, or in any way pertaining to, use of any recreational facilities furnished by the Developer or the Association (including, without limitation, anything alleged to relate to any alleged sole or comparative negligence by the Developer or the Association).

Section 13.15 Fertilizer Restrictions. FERTILIZER SHALL NOT BE APPLIED WITHIN TEN (10) FEET OF ANY POND, STREAM, WATER COURSE, LAKE, CANAL, OR WETLAND AS DEFINED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (CHAPTER 62-340, F.A.C.) OR FROM THE TOP OF A SEAWALL. IF MORE STRINGENT STATE OR LOCAL GOVERNMENT REGULATIONS APPLY, THIS PROVISION DOES NOT RELIEVE THE REQUIREMENT TO ADHERE TO THE MORE

STRINGENT REGULATIONS. NEWLY PLANTED TURF, SOD, GRASS OR OTHER PLANTS MAY BE FERTILIZED IN THIS ZONE ONLY FOR THE FIRST SIXTY (60) DAY ESTABLISHMENT PERIOD.

[Signatures are on the following page]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed under seal this _____ day of _____, 2022.

Signed, sealed and delivered in the presence of:

DREAM FINDERS HOMES, LLC, a Florida a limited liability company

First Witness

By: _____

Print Name

Name: _____

Title: _____

Second Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of physical presence or online notarization by _____ the _____ of **DREAM FINDERS HOMES, LLC**, a _____ limited liability company, on behalf of the company, [____] who is personally known to me or [____] who has produced a driver's license as identification and who did/did not take an oath.

Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

EXHIBIT "A"

THE ARTICLES OF INCORPORATION OF THE ASSOCIATION

EXHIBIT "B"

BYLAWS OF ASSOCIATION