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**COMMUNITY DECLARATION
FOR
COVE AT SOUTHWOOD

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Exhibits:

- Exhibit 1 – Legal Description
- Exhibit 2 – Articles of Incorporation
- Exhibit 3 – Bylaws
- Exhibit 4 – Permit

**COMMUNITY DECLARATION
FOR
COVE AT SOUTHWOOD**

THIS COMMUNITY DECLARATION FOR COVE AT SOUTHWOOD (this "**Declaration**") is made this 7th day of May, 2026, by LENNAR HOMES, LLC, a Florida limited liability company (the "**Declarant**" or "**Lennar**"), joined by COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") and by TPG AG EHC III (LEN) MULTI STATE 5, LLC, a Delaware limited liability company.

RECITALS

- A. The Declarant and/or EHC (as defined herein) are the record title owners of the real property located in Duval County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by this reference ("**COVE AT SOUTHWOOD**").
- B. Lennar has the right to acquire the real property subject to this Declaration from EHC pursuant to that certain Option Agreement dated December 5, 2024 (as may be amended from time to time, the "**Option Agreement**"), entered into between EHC, as the record title owner of the real property as of the date of the Option Agreement, and Lennar, as evidenced by that certain Memorandum of Option Agreement recorded in Official Records as Instrument # 2024267762, in the Public Records of Duval County, Florida.
- C. The Declarant and EHC hereby desire to subject COVE AT SOUTHWOOD to the covenants, conditions, and restrictions contained in this Declaration.
- D. This Declaration is a covenant running with all of the land comprising COVE AT SOUTHWOOD, and each present and future owner of interests therein and their heirs, successors, and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant and EHC hereby declare that every portion of COVE AT SOUTHWOOD is to be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges, and liens hereinafter set forth.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.
2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" means the Architectural Control Committee for COVE AT SOUTHWOOD established pursuant to Section 19.1 hereof.

"**Articles**" means the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" means any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" means COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"**Board**" means the Board of Directors of the Association.

"Builder" means any person or entity other than the Declarant who acquires an interest in a Vacant Lot (as defined herein) and who is also approved as a "Builder" by the Declarant in writing. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. EHC and any successor homebuilder who acquires a Vacant Lot from EHC for the purpose of the construction and sale of a Home (as defined herein) thereon to an end purchaser, are hereby approved by the Declarant as a "Builder." To the extent Lennar is no longer the Declarant, but Lennar owns any Lot (as defined herein) or other property within COVE AT SOUTHWOOD, Lennar shall be considered a "Builder."

"Bylaws" means the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"Charging Station(s)" means any equipment and/or facilities (if any and as applicable) installed by or on behalf of the Association within the Common Areas that delivers electricity to one or more electric vehicles.

"City" means the City of Jacksonville, Duval County, Florida.

"Common Areas" means any and all real property interests and personalty within COVE AT SOUTHWOOD designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein), by this Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners (as defined herein). The Common Areas may include, without limitation, the SMS (as defined herein), the Wetland Conservation Areas (as defined herein), the Charging Stations (as defined herein), the private roadways, any Mail Delivery Center(s) (as defined herein), entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE, OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

"Community Completion Date" means the date upon which all Homes (as defined herein), as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners other than Builders.

"Community Standards" means such architectural and design standards, if any, established by the Declarant or the Board pursuant to Section 19.5 hereof. Notwithstanding anything contained herein to the contrary, Lennar and its affiliates and designees shall be exempt from all such Community Standards.

"Contractors" shall have the meaning set forth in Section 19.12.2 hereof.

"County" means Duval County, Florida.

"COVE AT SOUTHWOOD" shall have the meaning set forth in the recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"Declarant" means LENNAR HOMES, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes and, at the sole option of the preceding Declarant, records in the Public Records (as defined herein). The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration, subject to Section 23 below. Any successor Declarant shall not be liable to

any Owner, member, or any other person for any act, omission, obligation, or liability of the prior Declarant(s) accruing prior to the effective date of such assignment to the successor Declarant. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, of the Declarant rights and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. To the extent Lennar is no longer the Declarant under this Declaration, but Lennar owns any property within COVE AT SOUTHWOOD, Lennar shall continue to have the rights, easements, authorizations, and privileges expressly granted to Lennar as set forth herein and in the other Governing Documents, as applicable. So long as the Option Agreement remains in effect or EHC owns any Lot or portion of COVE AT SOUTHWOOD, any designation of a successor or assign as Declarant and any assignment of the Declarant's rights under this Declaration shall require the prior written consent of EHC. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase by Lennar from EHC of all of the Lots, as evidenced by the recording of a Notice of Termination of Option, EHC shall, upon recordation of a Notice to Succeed to Declarant Rights, automatically become the Declarant, in which event all references to "Declarant" shall thereafter mean and refer only to EHC or its successors or assigns, and after which event Lennar (or its successors or assigns) shall no longer be the Declarant or be entitled to exercise any of the rights of Declarant; provided, however, (i) Lennar shall be entitled to exercise the rights of a Builder under this Declaration, and (ii) EHC shall not be liable to any member or any other person for any act or omission of the Declarant including, without limitation, the Declarant's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by the Declarant hereunder or as may otherwise be required by statute or at law, arising prior to the date EHC succeeds to the Declarant's rights hereunder, and EHC shall assume the obligations under this Declaration only for matters and obligations arising or to be performed from and after the date EHC succeeds to the Declarant's rights hereunder, and EHC is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date EHC succeeds to the Declarant's rights hereunder.

"Declaration" means this COMMUNITY DECLARATION FOR COVE AT SOUTHWOOD, together with all amendments, supplements, and modifications thereof.

"EHC" means TPG AG EHC III (LEN) MULTI STATE 5, LLC, a Delaware limited liability company and its affiliates.

"Electronic Transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions, and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

"Governing Documents" means this Declaration, the Articles, the Bylaws, the Rules and Regulations (as defined herein), the Community Standards, and any applicable Supplemental Declaration (as defined herein), all as amended from time to time.

"Home" means a residential dwelling and appurtenances thereto constructed on a Lot. The term Home may not reflect the same division of property as reflected on the Plat(s). A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

“Individual Assessments” shall have the meaning set forth in Section 17.2.5 hereof.

“Initial Contribution” shall have the meaning set forth in Section 17.11 hereof.

“Installment Assessments” shall have the meaning set forth in Section 17.2.1 hereof.

“Lender” means (i) the institutional and licensed holder of a first mortgage encumbering a Lot, or (ii) the Declarant, Lennar, and/or their agents, designees, or affiliates, to the extent the Declarant or Lennar and/or its agents, designees, or affiliates finances the purchase of a Lot initially or by assignment of an existing mortgage.

“Lessee” means the lessee named in any written lease respecting a Home who is legally entitled to possession of such Home.

“Lot” means any platted lot shown on the Plat(s). The term “Lot” includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home.

“Lot Wall/Fence” means any fence or wall built as part of the original construction of two or more Homes that is placed on the dividing line or platted lot line between the Lots of such Homes. A Lot Wall/Fence shall not include any Retaining Walls or Party Walls (both as defined herein).

“Master Plan” means collectively any full or partial concept plan for the development of COVE AT SOUTHWOOD, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of COVE AT SOUTHWOOD, as the Declarant reserves the right to amend all or part of the Master Plan.

“Operating Expenses” means all actual and estimated costs and expenses of operating the Association. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the SMS, the Wetland Conservation Areas, the private roadways, and any Mail Delivery Center(s); all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any Association maintenance, repair, and/or replacement of Retaining Walls and Perimeter Walls/Fences (as defined herein); all amounts payable in connection with any lighting agreement between the Association and a utility provider or Private Light Provider (as defined herein); any amounts payable by the Association to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein); any amounts payable by the Association in relation to the maintenance, repair, or replacement of, or any service agreement for, the Charging Station(s); any fees due under a bulk service agreement entered into by the Association or the Declarant; costs of utilities, taxes, insurance, bonds, salaries, management fees, professional fees, pest control costs, and service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events and activities; and any and all costs relating to the discharge of the Association’s obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves (as defined herein).

“Owner” means the record title owner (whether one or more persons or entities) of fee simple title to any Lot, except the term “Owner” shall not include the Declarant, even after the Turnover Date.

“Parcel” means a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

"Party Roof" means any roof built as part of the original construction of two or more single family attached Homes and any replacement of such roof.

"Party Wall" means any wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted lot line between such single family attached Homes.

"Permit" shall collectively mean Permit No. 220018-1 issued by SJRWMD (as defined herein), a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

"Permitted User" individually means an Owner, Lessee, or other occupant of the Home, and their respective guests and invitees, and **"Permitted Users"** shall collectively mean all of the foregoing.

"Plat" means any plat of any portion of COVE AT SOUTHWOOD filed in the Public Records (as defined herein), from time to time. This definition shall be automatically amended to include any replat or the plat of any additional phase of COVE AT SOUTHWOOD, as such phase is added to this Declaration.

"Public Records" means the Public Records of Duval County, Florida.

"Resale Contribution" shall have the meaning set forth in Section 17.12 hereof.

"Reserves" shall have the meaning set forth in Section 17.2.4 hereof.

"Rules and Regulations" means the Rules and Regulations governing COVE AT SOUTHWOOD as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of COVE AT SOUTHWOOD from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable. The Declarant and Builders shall be exempt from the Rules and Regulations.

"SJRWMD" means the St. Johns River Water Management District.

"Special Assessments" means those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

"Stormwater Management System" or **"SMS"** means a system that is designed and constructed or implemented to control discharges that are necessary by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code (2025). The SMS includes those works authorized by SJRWMD pursuant to the Permit. The SMS shall be part of the Common Areas and will be operated and maintained by the Association.

"Supplemental Declaration" means an instrument filed in the Public Records pursuant to Section 5.1, which subjects additional property to this Declaration, designates service areas or neighborhoods, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration. So long as EHC is the record title owner of any Lot, any Supplemental Declaration shall require the prior written approval of EHC.

“Telecommunications Provider” means any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

“Telecommunications Services” means any delivered entertainment services, if and to the extent provided, or none at all; all services that are typically, and in the future, identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Title Documents” shall have the meaning set forth in Section 24.8 hereof.

“Turnover” means the transfer of operation of the Association by the Declarant to Owners.

“Turnover Date” means the date on which transition of control of the Association from the Declarant to Owners occurs.

“Use Fees” shall have the meaning set forth in Section 17.2.3 hereof.

“Voting Interest” means and refers to the appurtenant vote(s) of each Lot and/or Parcel, which shall include the voting interests of the Declarant and Builders.

“Wetland Conservation Areas” shall have the meaning set forth in Section 25.4 herein. The Wetland Conservation Areas will be part of the Common Areas and will be owned and maintained by the Association.

3. Plan of Development.

3.1 Plan. The planning process for COVE AT SOUTHWOOD is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents and other Agreements (as defined herein), the Declarant may and has the right to develop COVE AT SOUTHWOOD and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, rental homes, and other forms of residential dwellings, as determined by the Declarant in its sole discretion. The existence at any point in time of walls, fences, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of COVE AT SOUTHWOOD as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for COVE AT SOUTHWOOD which may be supplemented by additional covenants, restrictions, and easements applicable to any portion of COVE AT SOUTHWOOD. Nothing in this Section shall preclude any Supplemental Declaration, any amendment to this Declaration, or other recorded covenants applicable to any portion of COVE AT SOUTHWOOD from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Permitted Users. Any Lease Agreement (as defined herein) shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

3.3 Conflicts; Interpretation. If there is any conflict between the Declaration, the Articles, the Bylaws, and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles, and the Bylaws, in that order, shall prevail. Without limitation of the foregoing, if any part of this Declaration violates applicable law, the applicable law will control. In such case, however, the rest of this Declaration shall remain in full force and effect. Further, without limiting the generality of the

foregoing, if any part of the Declaration is not enforceable in accordance with its terms or would render other parts of the Declaration unenforceable, the unenforceable part shall be judicially modified (or shall be deemed modified), if at all possible, to come as close as possible to the expressed intent of such part without jeopardizing other parts of the Declaration, and then is to be enforced as so modified. If the unenforceable part cannot be so modified, such part shall be unenforceable and considered null and void in order that the paramount goal (that the Declaration is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved. By way of example and not limitation, if any use restriction in Section 12 hereof is determined to violate applicable law, only such violating provision shall be deemed modified to come as close as possible to the expressed intent of such restriction (if possible).

3.4 Site Plans and Plats. Site plans, construction plans, and/or the Plat(s) may identify some of the Common Areas. The description of any Common Areas on the Plat(s) or any site plan or construction plan is subject to change and the notes on a Plat, site plan, and/or construction plan is not a guarantee of what improvements will be constructed. Site plans and renderings used by the Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Common Areas but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity (including, but not limited to, the Association, Owners, or any Lenders), to replat all or any part of COVE AT SOUTHWOOD owned by the Declarant (or with the joinder of the record title owner) or to reconfigure any Lot or other land owned by the Declarant (or with the joinder of the record title owner), for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat or converting any Lot or portion thereof to use as a right-of-way; provided, however, for so long as EHC is the record title owner of any Lot, EHC's prior written consent shall be required for any such replat of any part of COVE AT SOUTHWOOD. Further, the Declarant shall have the right to replat all or any part of COVE AT SOUTHWOOD owned by an Owner, with such Owner's prior written consent, or reconfigure any Lot or other land owned by an Owner, with such Owner's prior written consent.

3.5 Rentals. From time to time, the Declarant, Builders, their respective affiliates, and/or third party investors may market and/or sell Homes to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant, Builders, their respective affiliates, and/or third party investors may own Homes and may lease such Homes to occupants, including Lessees, that are not the record title owners of the Home. Consequently, Homes may be leased to or occupied by persons other than the record title owner of such Home. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that: (i) limit the total number of Homes that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

3.6 Builder Rights. Notwithstanding anything contained in the Governing Documents to the contrary, each Builder (if any and as applicable) shall have the right to: (i) develop and construct Lots, Homes, and Common Areas and convey such Common Areas to the Association; (ii) place, erect, or construct temporary or accessory buildings or structures and model homes within COVE AT SOUTHWOOD for sales, construction, storage, or other purposes; (iii) temporarily deposit, dump, or accumulate materials, trash, refuse, and rubbish in connection with the development or construction of Lots, Homes, and Common Areas; (iv) post, display, inscribe, or affix signs and other materials within COVE AT SOUTHWOOD, and use the name "COVE AT SOUTHWOOD" or any derivative thereof in such Builder's marketing and advertising materials; (v) park vehicles within COVE AT SOUTHWOOD in connection with development, construction, sales, and marketing activities, including, without limitation, construction vehicles, used by a Builder or its contractors; (vi) use the Common Areas for sales, marketing, promotional, development, and construction purposes; and (vii) undertake all activities which are necessary or convenient for the development and sale of Lots and Homes. Builders shall have an easement over all applicable portions of COVE AT SOUTHWOOD as necessary to exercise the foregoing rights. The Governing Documents shall

not be applied in a manner which would materially and adversely affect the rights of any Builder granted in this Declaration.

3.7 Airport Disclosure. Each Owner, by acceptance of a deed to their Lot, acknowledges they are aware COVE AT SOUTHWOOD lies within close proximity to an airport commonly referred to as the Jacksonville Naval Air Station. As such, noise and traffic (vehicular as well as aircraft) may arise from the use and operation of such airport, as well as the hazards generally existing in the vicinity of any airport. No assurance can be given as to what the improvements on the site will be as all are subject to change in size, use, flight patterns, landing patterns, hours of operation and location, as well as future development on the site. Further, all property within the vicinity of COVE AT SOUTHWOOD is subject to development and redevelopment that may change its use and character from time to time. Neither the Declarant nor the Association undertakes any duty to inform any Owner within COVE AT SOUTHWOOD of the status of approvals, as the same may change over time, concerning the airport or any other site and its uses. By acceptance of a deed to their Lot, each Owner acknowledges receipt of this notice, waives and releases the Declarant and the Association from liability of any nature or type regarding off-site uses, and agrees to perform its own investigation of the proposed uses of such site and any other lands within the vicinity of COVE AT SOUTHWOOD, whether developed or undeveloped.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, prior to the Community Completion Date, any amendment to this Declaration or the other Governing Documents shall require the prior written consent of the Declarant. So long as EHC owns any property within COVE AT SOUTHWOOD, any amendment to the Declaration, the Articles, or the Bylaws shall require EHC's prior written approval. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by EHC, Lennar, and/or the Declarant (as applicable) and recorded in the Public Records. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments to this Declaration must comply with Section 25.2, which benefits SJRWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records. Notwithstanding any other provision of this Declaration to the contrary, so long as Lennar shall own any Lot (and to the extent Lennar is not the Declarant, if ever), Lennar's prior written consent shall be obtained prior to effectuating any amendment to the Governing Documents.

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration and the other Governing Documents as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation, (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of COVE AT SOUTHWOOD; (ii) additions or deletions from COVE AT SOUTHWOOD and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in the Community Standards; (v) changes in maintenance, repair, and replacement obligations of the Association, Builders, and/or Owners; and (vi) modifications of the use restrictions for Lots and Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant

may create easements over, under, and across Lots conveyed to Owners provided that such easements do not prohibit the construction or use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration, the Community Standards, and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in such identical amendment to the Declaration so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. So long as EHC owns any property within COVE AT SOUTHWOOD, any amendment to the Governing Documents shall require EHC's prior written approval, which may be withheld for any reason whatsoever.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Community Standards and the Rules and Regulations may be amended with the approval of a majority of the Board; provided, however, until the Community Completion Date the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to this Declaration, the Community Standards, the Rules and Regulations, or the other Governing Documents shall affect the rights of the Declarant or EHC or any other Builder unless such amendment receives the prior written consent of the Declarant or EHC or such Builder, as applicable, which consent may be withheld for any reason whatsoever.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA, and SJRWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications, and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 4.1 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of COVE AT SOUTHWOOD by the Declarant. Except for applicable governmental approvals (if any) and except for the consent of EHC (as provided herein) and the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners, or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of COVE AT SOUTHWOOD. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect

the different character, if any, of the annexed lands. Prior to the Community Completion Date, only the Declarant may add additional lands to COVE AT SOUTHWOOD.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of COVE AT SOUTHWOOD (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of COVE AT SOUTHWOOD shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such lands proposed to be withdrawn (if such record title owner is not the Declarant) and Lennar and/or EHC, as applicable (to the extent Lennar or EHC own any property within COVE AT SOUTHWOOD), no consent to such withdrawal shall be required from any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from COVE AT SOUTHWOOD.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, the SMS shall be conveyed to SJRWMD or an appropriate agency of local government and, if not accepted by such agency, the SMS shall be dedicated to a similar non-profit corporation. If the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, COVE AT SOUTHWOOD and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and easements. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate, and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of COVE AT SOUTHWOOD that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant and Owners.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the

Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records, with said covenants otherwise preserved and revitalized for successive terms in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. Alternatively, following the Community Completion Date, the members of the Association may terminate this Declaration by an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions, and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating an Owner's title to that Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's membership in the Association with respect to such Lot. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title, and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including, without limitation, payment of any and all Assessments accruing with respect to such Lot prior to the date of transfer.

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and the Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles, and the Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. Notwithstanding the foregoing, as long as Lennar is the Declarant and as long as EHC owns any Lot or other portion of COVE AT SOUTHWOOD, Lennar may not, without the prior written consent of EHC, elect to convert the Declarant's or EHC's Class B membership to Class A membership. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A members shall be all Owners (including Builders); provided, however, prior to Turnover, EHC shall be a Class B member. From and after the Turnover, Class A members shall include EHC to the extent EHC owns any Lot or other portion of COVE AT SOUTHWOOD. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.2 Class B Member. The Declarant and EHC shall be Class B members and shall be entitled to nine (9) votes for each Lot owned by the Declarant or EHC, as applicable; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant and EHC shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel owned by the Declarant or EHC, as applicable, until such time as the Parcel is platted, whereupon the Declarant and EHC shall be entitled to nine (9) votes per Lot owned by the Declarant or EHC, as applicable, in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant and EHC shall be entitled to one (1) vote for each Lot owned by the Declarant or EHC, as applicable. "Turnover" means the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for COVE AT SOUTHWOOD are conveyed to members other than the Declarant and Builders (including, without limitation, EHC); provided, however, for purposes of establishing the date required for Turnover, the term "members other than the Declarant" shall not include Builders, contractors, or others who purchase a Lot or Parcel for the purpose of constructing Homes for resale;

7.3.2.2 When the Declarant makes the election, to give written notice to the Association of its decision to cause the Turnover to occur; provided, however, notwithstanding the foregoing, so long as Lennar is the Declarant and as long as EHC is the record title owner of any Lot(s) or other portion of COVE AT SOUTHWOOD, Lennar may not, without the prior written consent of EHC, elect to cause the Turnover to occur; or

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2025).

7.4 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of the Declarant, EHC, or any other Builder, or conflict with the provisions of this Declaration or the other Governing Documents.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right (subject to EHC's prior written consent for so long as EHC is the record title owner of any Lot) to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of COVE AT SOUTHWOOD for various public purposes or for the provision of telecommunications systems, or to make any portions of COVE AT SOUTHWOOD part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of COVE AT SOUTHWOOD. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas at its sole discretion without notice; provided, however, for so long as Lennar (if Lennar is no longer the Declarant) and/or EHC are the record title owner of any portion of COVE AT SOUTHWOOD, Lennar's and/or EHC's (as applicable) prior written consent shall be required for any deletion from, or modification of, any of the Common Areas.

9.2 Construction of Common Areas and Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas, as the Declarant determines in its sole discretion. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct (or cause to be constructed) additional Common Area improvements, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities, and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant or its agents, assigns, or designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities,

improvements, appurtenances, personal property, color, textures, finishes, or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, the Declarant and Lennar (in the event Lennar is no longer the Declarant) shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by the Declarant or Lennar, as applicable.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by a Plat, created by this Declaration, or a Supplemental Declaration, or amendment to this Declaration, or in the form of easements, or conveyed to the Association by Quitclaim Deed or other instrument of conveyance, or as otherwise determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant and Builders (including, without limitation, EHC) harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, Lennar (in the event Lennar is no longer the Declarant), or any other permittee authorized by the Declarant, of any permit required by a governmental agency in connection with the development of COVE AT SOUTHWOOD, as modified and/or amended. The Association shall cooperate with the Declarant, Builders, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents, or consents required to effectuate any such transfer of permits to the Association. Such obligations of the Association to cooperate with the Declarant, Builders (including, without limitation, EHC), and other permittees shall survive the Turnover. THE COMMON AREAS, PERSONAL PROPERTY, AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner, the Declarant, and Declarant's assignees, as applicable, granting access to their respective Lot(s).

9.4.2 Common Area Reservations. The Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed, and directional signs, if any;

9.4.2.2 matters reflected on the Plat(s);

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, Builders (subject to the Declarant's approval), EHC, and their respective successors and assigns in, to, upon, and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping, and/or drainage, without charge, including, without limitation, the right to use such Common Areas for construction vehicles and equipment. These easements shall run in favor of the Declarant, Builders, and their respective employees, representatives, agents, licensees, guests, invitees, successors, and/or assigns;

9.4.2.4 all restrictions, easements, covenants, and other matters of record;

9.4.2.5 in the event the Association believes the Declarant failed in any respect to meet the Declarant's obligations under this Declaration or failed to comply with any of the Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. Once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant and Lennar (as applicable). The foregoing rights afforded to the Declarant in this Section 9.4.2.5 shall also apply to and benefit Builders; and

9.4.2.6 a reservation of right in favor of the Declarant to require the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, the Association and each member of the Association shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation After Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or any portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the written consent of the Declarant and EHC for so long as EHC is the record title owner of any Lot, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, and subject to the Owner's maintenance obligations as provided in Section 11 below, the Association is responsible for the

maintenance, repair, and/or resurfacing of any paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, the private roadways, any parking areas, pathways, bicycle paths, and community sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of any paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to paved or concrete surfaces caused by the negligent or willful acts of such Owner or any Permitted Users utilizing COVE AT SOUTHWOOD through or under an Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for such expense.

9.7 Delegation. Once conveyed or dedicated to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association, as applicable. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Association shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons and legal entities (who may, but are not required to, be members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, the Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other persons or legal entities, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

9.8.2 Right to Allow Use. The Declarant and/or the Association (with the consent of the Declarant prior to the Turnover Date) may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Private Light Providers, the Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant and, to the extent any such agreement directly effects any Lot or other portion of COVE AT SOUTHWOOD owned by EHC, the prior written consent of EHC (so long as EHC is the record title owner of any Lot or portion of COVE AT SOUTHWOOD). Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Retention/Detention Areas. NEITHER THE DECLARANT, LENNAR, EHC, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN COVE AT SOUTHWOOD; PROVIDED, FURTHER, NEITHER THE DECLARANT, LENNAR, EHC, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT,

LENNAR, EHC, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, LENNAR, EHC, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, LENNAR, EHC, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN COVE AT SOUTHWOOD.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted herein or otherwise permitted by the Association or the Declarant.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility, on behalf of such Owner and their Permitted Users, for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides, and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within COVE AT SOUTHWOOD; and (v) design of any portion of COVE AT SOUTHWOOD. Each Owner also expressly indemnifies and agrees to hold harmless the Declarant, Builders, the Association, EHC, and their respective employees, directors, representatives, officers, agents, affiliates, shareholders, members, partners, and attorneys (collectively, the "Indemnified Parties") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessionals' fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas or any improvements within COVE AT SOUTHWOOD, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. THE DECLARANT, BUILDERS, EHC, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT, BUILDERS, EHC, AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND COVE AT SOUTHWOOD.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by such Owner and its Permitted Users. Should any Permitted User bring suit against any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Permitted User shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessionals' fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right (but not the obligation) to adopt Rules and Regulations governing the use of all or any portion of COVE AT SOUTHWOOD. The Rules and Regulations and any amendments thereto

need not be recorded in the Public Records. The Common Areas, Lots, and other applicable portions of COVE AT SOUTHWOOD shall be used in accordance with this Declaration and Rules and Regulations, if any. The Declarant and the Association shall have the right (but not the obligation) to take enforcement action against any Owner to compel compliance with the Rules and Regulations.

9.9.2 Declarant Not Subject to Rules and Regulations. Notwithstanding any other provision in this Declaration to the contrary, the Rules and Regulations shall not apply to the Declarant or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of COVE AT SOUTHWOOD or adversely affect the interests of the Declarant. Without limiting the foregoing, the Declarant, and its agents, contractors, and assigns shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within COVE AT SOUTHWOOD, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties owned by Lennar or its affiliates and located outside of COVE AT SOUTHWOOD), general office and construction operations within COVE AT SOUTHWOOD; (iii) place, erect, or construct portable, temporary, or accessory buildings or structures within COVE AT SOUTHWOOD for sales, construction storage or other purposes; (iv) temporarily deposit, dump, or accumulate materials, trash, refuse, and rubbish in connection with the development or construction of any portion of COVE AT SOUTHWOOD; (v) post, display, inscribe, or affix to the exterior of any portion of the Common Areas or any other portions of COVE AT SOUTHWOOD, signs, flags, and other materials used in developing, constructing, selling, or promoting the sale of any portion of COVE AT SOUTHWOOD including, without limitation, Lots, Parcels, and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to COVE AT SOUTHWOOD, if any, by dredge or dragline, store fill within COVE AT SOUTHWOOD and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, COVE AT SOUTHWOOD and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising COVE AT SOUTHWOOD. To the extent Lennar and/or EHC owns any property within COVE AT SOUTHWOOD, Lennar and/or EHC (as applicable) shall have all rights, easements, exemptions, authorizations, and privileges granted to Declarant in this Section which rights may be exercised equally by Lennar and/or EHC (as applicable) on the same basis as the Declarant.

9.10 Public Facilities. COVE AT SOUTHWOOD may include one or more public facilities that may be dedicated to the City or the County. It is intended one or more lift/pump station(s), dedicated to and/or maintained by Jacksonville Electric Authority ("JEA") as part of the waste water treatment system, may be located within COVE AT SOUTHWOOD. All roadways within COVE AT SOUTHWOOD shall be private roadways owned and maintained by the Association.

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the Association of any of their promises or covenants in this Declaration; (ii) an actual, implied, or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver, or indulgence of the covenants and promises contained in this Declaration.

9.12 Association's Obligation to Indemnify. The Association and each Owner covenant and agree, jointly and severally, to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessionals' fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or

decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.13 Special Taxing Districts. For as long as the Declarant controls the Association, the Declarant shall have the right (subject to EHC's prior written consent for so long as EHC is the record title owner of any Lot), but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas to a special taxing district, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the County, the City, and all other applicable governing entities having jurisdiction with respect to the same.

9.14 Water Mains and Damage to Common Areas. In the event the County, the City, or any of their respective subdivisions, agencies, and/or divisions must remove or damage any portion of a roadway, sidewalk, paved area, landscaping, or other improvement located within the Common Areas in connection with the County's or the City's operation, maintenance, or repair of any water line or sanitary sewer line or any other utilities, if applicable, then the Association shall be responsible for the repair of such Common Areas, if such repair is not conducted by the County or the City. The costs associated with any such repair or replacement shall be Operating Expenses, if such expenses are not paid for by the County or the City.

9.15 Mail Delivery Center(s). Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "Mail Delivery Center(s)"). The Declarant, in its sole discretion, may install one or more Mail Delivery Center(s) within COVE AT SOUTHWOOD and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing several individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Center(s) originally installed by the Declarant or Mail Delivery Center(s) substantially similar to the Mail Delivery Center(s) originally installed by the Declarant or otherwise permitted by the Declarant in writing. Mail Delivery Center(s), if any, shall be maintained by the Association in accordance with the requirements of the United States Postal Service and any other applicable governmental authority. All costs associated with the maintenance, repair, and replacement of the Mail Delivery Center(s) shall be Operating Expenses, except for the costs of keys or replacement keys, which shall be borne solely by the individual Owners.

9.16 Charging Station(s). Declarant anticipates it may install (or cause to be installed) one or more Charging Station(s) within the Common Areas. The Association may adopt reasonable Rules and Regulations from time to time governing use of the Charging Station(s), including, without limitation, time limitations and restrictions for parking within any parking spaces designated for use with the Charging Station(s). Any parking spaces designated for the Charging Station(s) (if any) shall be utilized solely for the charging of such Permitted User's vehicle and any extended or overnight parking in such spaces shall be prohibited. Vehicles shall not be authorized to park within any parking spaces designated for the Charging Station(s) except while actively charging such vehicle. By acceptance of a deed to a Lot and by using any Charging Station, each Owner acknowledges and agrees utilizing any Charging Station involves risks of injury to persons and/or damage to vehicles and personal property. Any Owner or Permitted User who, in any manner, makes use of the Charging Station(s), shall do so at their own risk. Each Owner assumes sole responsibility for the health, safety, and welfare of such Owner and its Permitted Users, and the personal property of all of the foregoing. Neither the Declarant, any Builder, nor the Association shall be responsible for any loss or damage to any private property connected to or placed near the Charging Station(s). All

costs associated with the maintenance, repair, and replacement of, or service agreements for, the Charging Station(s) shall be Operating Expenses. By acceptance of a deed to a Lot and by using any Charging Station, each Owner and Permitted User acknowledges and agrees any person utilizing a Charging Station may be required to pay a Use Fee and/or a fee/charge to a third party entity (as applicable) in advance of such use, and any such fee or payment to a third party (if any) shall not be considered an Assessment. Each Owner, by acceptance of a deed to their Lot, acknowledges the Association may receive payments and/or proceeds from a third party entity affiliated with such Charging Station(s), as further provided in any applicable service agreement between the Declarant and/or the Association with such third party entity. Each Owner, by acceptance of a deed to their Lot, acknowledges Owners shall have no right or entitlement to any such payments or proceeds (if any). NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH CHARGING STATION(S). THE DECLARANT, BUILDERS, EHC, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE USE OF OR THE SAFETY OF PERSONS USING THE CHARGING STATION. EACH OWNER AND THEIR PERMITTED USERS ARE RESPONSIBLE FOR THEIR OWN SAFETY.

10. Maintenance by the Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace, and insure the Common Areas, including all improvements placed thereon.

10.2 Adjoining Areas. Except as otherwise provided herein, the Association shall only maintain those drainage areas, swales, retention/detention areas, slopes and banks, and landscape areas (if any) that are within the Common Areas, and certain Lots only to the extent specifically provided herein, and further provided that such areas shall be readily accessible to the Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.3 Roadways. The roadways within COVE AT SOUTHWOOD shall be private roadways and shall be owned and maintained by the Association. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair, and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including the private roadways. All costs associated with maintenance, repair, replacement, and insurance of private roadways within COVE AT SOUTHWOOD shall be Operating Expenses. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER SHALL BE DEEMED TO UNDERSTAND, ACKNOWLEDGE, AND AGREE THE PRIVATE ROADWAYS WITHIN COVE AT SOUTHWOOD ARE NOT GATED OR CONTROLLED BY AN ACCESS CONTROL SYSTEM AND MAY BE USED BY INDIVIDUALS WHO ARE NOT MEMBERS OF THE ASSOCIATION. NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION ARE RESPONSIBLE FOR ANY UNAUTHORIZED USE OF THE PRIVATE ROADWAYS WITHIN COVE AT SOUTHWOOD. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, OR ANY PERSON BY USE OR OCCUPANCY OF A LOT, ACKNOWLEDGES THE FOREGOING NOTICE AND ASSUMES ALL RISKS RELATED TO OR ARISING OUT OF SUCH USE OF THE ROADWAYS WITHIN COVE AT SOUTHWOOD. ANY PERSON USING SUCH ROADWAYS WITHIN COVE AT SOUTHWOOD, AND EACH OWNER AND ANY PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT, BUILDERS, EHC, AND THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH ROADWAYS.

10.4 Negligent or Willful Acts. The expense of any maintenance, repair, or construction of any portion of the Common Areas, or any Lot or Home, necessitated by the negligent or willful acts of any

Permitted User or other persons utilizing any portion of COVE AT SOUTHWOOD through or under an Owner, shall be borne solely by such Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Board. Further, an Owner shall be responsible for all costs of maintenance, repair, or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair, or construction is necessitated by the negligent or willful acts of such Owner or any other Permitted User utilizing COVE AT SOUTHWOOD through or under such Owner.

10.5 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), by amendment to this Declaration or any document of record, maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of COVE AT SOUTHWOOD. Such areas may abut, or be proximate to, COVE AT SOUTHWOOD, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas, or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.6 Landscape and Irrigation Facilities Maintenance. The Association shall be responsible for maintaining the landscaped areas and irrigation facilities within each Lot and the right-of-way located adjacent to each Lot in accordance with the following terms:

10.6.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot and the right-of-way located adjacent to such Lot only to the extent expressly provided in this Section. The Association's landscape maintenance responsibilities include edging the lawn, mowing, mulching (on such frequency as determined by the Board in its sole discretion), trimming of trees and shrubs, fertilization of grass, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such landscape maintenance shall be Operating Expenses. In the event any landscaping, including, without limitation, grass, becomes dead or badly damaged, the Association shall be responsible for the repair and/or replacement of such landscaping with landscaping selected by the Board in its sole and absolute discretion, except in the case of freeze damage, hurricane or tropical storm damage, damage from any other natural event, or damage due to the negligence or willful acts of an Owner or its Lessees, family members, invitees, or guests. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot or the right-of-way immediately adjacent to such Lot in the case of freeze damage or damage from any other natural event or damage due to the negligence or willful acts of an Owner or its Permitted Users, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas in such event. In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner, and the Association may replace such landscaped areas with plant varieties determined by the Board in its sole discretion. The costs and expenses of such repairs and replacements plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Board in its reasonable discretion) shall be assessed against the respective Lot as an Individual Assessment.

10.6.2 Additional Landscape Maintenance. Each Owner by acceptance of a deed to a Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope

described in this Section, if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or damage caused by neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.6.3 Modification of Landscaping. In the event an Owner modifies the landscaping (or allows the modification of such landscaping) as initially installed by the Declarant or a Builder, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Installment Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant or a Builder, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ACC. In no event shall any landscaping modified by an Owner impede access or otherwise interfere with the routine landscape maintenance provided by the Association in accordance with this Declaration.

10.6.4 Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping, or valves that comprise the irrigation system of the Lots and the adjacent right-of-way, except in the case of damage caused by or on behalf of an Owner or any other Permitted User. The cost associated with any such maintenance, repair, and replacement of the irrigation facilities shall be Operating Expenses, except in the case of costs for repair and/or replacement of damage caused by or on behalf of an Owner or any Permitted User associated with such Owner, which costs shall be assessed against the respective Lot as an Individual Assessment. Grass and landscaping located on Lots and the adjacent right-of-way shall be irrigated in a routine and ordinary manner at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SJRWMD or City or County regulations. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot, and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions. Notwithstanding the foregoing, each Owner agrees to reimburse the Association for any expense incurred in repairing any damage to such irrigation facilities in the event that such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's Permitted Users) caused such damage to any irrigation facility. Failure of an Owner to reimburse the Association for any costs necessitated by the negligent or willful acts of an Owner or any Permitted User associated with such Owner shall subject the Owner to an Individual Assessment for such costs. EACH OWNER ACKNOWLEDGES THAT SOME LOTS MAY HAVE YARDS AND/OR ADJACENT RIGHT-OF-WAY THAT ARE LARGER OR SMALLER THAN THE YARDS AND/OR ADJACENT RIGHT-OF-WAY OF OTHER LOTS. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL BE OPERATING EXPENSES.

10.7 Home Maintenance. The Association shall be responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its reasonable discretion:

10.7.1 Painting. After a Lot is improved with a Home, the Association shall be responsible for the repainting of all exterior painted portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Each Owner grants the Association an easement over its Lot for the purpose of complying with the requirements of this Section. The cost associated with such exterior painting made in accordance with this Section shall be Operating Expenses; provided, however, Reserves for repainting the

exterior portions of Homes may be created if and to the extent adopted in accordance with Section 17.2 below. The Association shall have no responsibility to repair damage to paint caused by an Owner or due to an Owner's negligence, or the negligence or willful acts of such Owner's Permitted Users. In the event any exterior painting on a Home is damaged by an Owner or due to an Owner's negligence (or the negligence or willful acts of such Owner's Permitted Users), then the Owner shall be responsible for the repair of such painting at the Owner's sole cost and expense, and the Association may, but shall not be obligated to, repair such painting and the costs and expenses of such repairs shall be assessed against the respective Lot as an Individual Assessment. Additionally, if the Board determines in its sole and absolute discretion that only certain Homes require exterior painting, then the Board may elect in its sole and absolute discretion to paint such selected Homes and charge the costs and expenses of such painting to the Owners of such Homes as an Individual Assessment.

In the event (i) an Owner desires to paint its Home in addition to, or at intervals more frequently than, the Association's painting of such Home, or (ii) an Owner is responsible for painting an exterior portion of its Home due to damage to paint caused by the negligence or willful act of such Owner or its Permitted Users, or as required by Section 11 below, then any such proposed painting by the Owner shall be subject to ACC approval. If the proposed painting by an Owner is approved by the ACC, the ACC shall have the right to impose such conditions on such Owner as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

10.7.1.1 all work and materials shall be at the Owner's sole cost and expense;

10.7.1.2 all color selections shall be approved by the ACC and must be the same or substantially similar to the other Home(s) attached to the Home;

10.7.1.3 the painting project must include an entire elevation of the Home (i.e. the entire front, side, and/or rear of the Home); and

10.7.1.4 if the Association thereafter paints the Home and the other Home(s) attached to the Home in accordance with this Section, the Home shall be included as part of the painting project, and the cost associated with such painting shall be Operating Expenses or Reserves (if and as applicable), and there shall be no abatement or reduction in such Owner's Installment Assessments; provided, however, Reserves for repainting the exterior portions of such Homes may be created if and to the extent adopted in accordance with Section 17.2 below.

10.7.2 Roofs. The Association shall be responsible for the repair and replacement of the roofs of Homes, including shingles and roof decking; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. Such roof repair and replacement shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with any such roof repair and replacement shall be Operating Expenses; provided, however, Reserves for such repair and/or replacement of such roofs may be created if and to the extent adopted in accordance with Section 17.2.4 below. Notwithstanding any of the foregoing to the contrary, the Association shall have no obligation for repair or replacement of roofs in the case of damage due to roof alterations by an Owner or its Permitted User(s) or any willful actions or negligence of an Owner or its Permitted User(s), and the Owner shall be responsible for any such repair or replacement at the Owner's sole cost and expense. In the event the roof or any component thereof is not repaired and replaced by the Owner pursuant to the foregoing sentence, the Association may, but shall not be obligated to, repair and replace such roof on behalf of the Owner, and the costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an Individual Assessment. If a roof is damaged or destroyed by the act of one adjoining Owner, or such Owner's Permitted Users (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the roof without cost to the adjoining Owner and shall indemnify the adjoining

Owner from any consequential damages, loss, or liabilities. The Declarant and the Association have the right to enforce the provisions of this Section; however, neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section. For any Home with Solar Panels (as defined herein) installed (or proposed to be installed) on the roof of the Home, the terms of Section 12.34 below shall govern. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

10.7.3 Gutters. The Association shall conduct routine maintenance of roof gutters (if any and as applicable) of Homes, including clearing, repair, and ensuring the proper functioning of such gutters, on such frequency as determined by the Board in its sole discretion. Such maintenance of roof gutters shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with any gutter maintenance and repair shall be Operating Expenses. Notwithstanding any of the foregoing to the contrary, the Association shall have no obligation for repair or replacement of gutters in the case of damage due to roof alterations by an Owner or such Owner's Permitted Users, and the Owner shall be responsible for any such repair or replacement at the Owner's sole cost and expense. In the event the gutters or any component thereof is not repaired and replaced by the Owner pursuant to the foregoing sentence, the Association may, but shall not be obligated to, repair and replace such gutters on behalf of the Owner, and the costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an Individual Assessment. If any gutters are damaged or destroyed by the act of one adjoining Owner, or such Owner's Permitted Users (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately repair the gutters without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. The Declarant and the Association have the right to enforce the provisions of this Section, however, neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

10.7.4 Termite Program. The Board may, in its sole and absolute discretion, contract with a licensed termite company to provide a termite warranty program for Homes. The cost associated with any such programs (if any and as applicable) shall be Operating Expenses. The Board shall not have any obligation to contract with any company for any termite warranty program.

10.7.5 Pressure Washing/Soft Washing. Notwithstanding each Owner's ultimate responsibility to pressure/soft wash, pursuant to Section 11.4 below, the Association may, in its sole discretion, pressure wash/soft wash the roofs and the exterior portions of Homes, including any exterior doors, shutters, and fascia. The cost associated with exterior pressure washing/soft washing by the Association and made in accordance with this Section shall be Operating Expenses. Each Owner, by acceptance of a deed to their Lot, acknowledges the Association shall not be liable for any damage to a Home, or the contents therein, arising from any such pressure/soft washing, and each Owner expressly waives and releases the Association, its officers, directors, agents, contractors, and employees from all liability for damages associated with such pressure/soft washing pursuant to this paragraph.

10.8 Insurable Events; Owner Responsibility for Repairs or Replacements. Notwithstanding the Association's repair and/or replacement responsibilities provided in Section 10, or any other provision to the contrary herein, in the event repairs and/or replacement is needed to a Home, and to the extent insurance coverage required by Section 14 of this Declaration covers such repairs or replacements otherwise performed by the Association under this Section, or would have covered such repairs or replacements if the Owner had procured such coverage and made a claim for an insurable event (as applicable), such repairs or replacements the Owner shall be responsible for pursuing such a claim, and the Association shall not perform any repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

10.9 Right-of-Way. Subject to the maintenance obligations of Owners set forth in Section 11 below, and except as otherwise maintained by the City or the County, the Association shall be responsible for the costs, charges, and expenses incurred in connection with maintenance of the community sidewalk, irrigation facilities, trees, and landscaping located in the right-of-way adjacent to any Common Areas or in any right-of-way adjacent to any Lot; provided, however, the Association shall not be responsible for replacement of any such trees or landscaping, and the Owner of the immediately adjacent Lot shall be responsible for any such repair and/or replacement of the trees or other landscaping located in any such right-of-way. The cost associated with any such maintenance of the right-of-way shall be deemed part of the Operating Expenses. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such sidewalk, irrigation facilities, trees, landscaping, paving, or other improvements located in any right-of-way caused by such Owner or any Permitted Users utilizing any portion of COVE AT SOUTHWOOD through or under such Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense.

10.10 Master Metered Irrigation Water Usage; Reclaimed Water. The costs associated with irrigation water usage for all Lots and Common Areas shall be Operating Expenses. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of such water usage to individual Lots. Reclaimed irrigation water may be used within COVE AT SOUTHWOOD and the Declarant and/or the Association shall have the right to enter into a Reclaimed Water Use Agreement with the County or the City from time to time to provide reclaimed irrigation water to Lots and/or Common Areas. EACH OWNER ACKNOWLEDGES SOME LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE OPERATING EXPENSES. EACH OWNER ACKNOWLEDGES RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES. NEITHER THE DECLARANT, BUILDERS, EHC, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, EHC, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT, BUILDERS, EHC, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT, OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER.

10.11 Retaining Walls. The Declarant and/or Builders may construct retaining walls within COVE AT SOUTHWOOD (the "Retaining Walls"). Any reference to Retaining Walls herein shall include, but may not be limited to, the wall, stem, base slab, tie backs, deadman anchors, counterforts, and any other associated supporting structures for such retaining walls. Retaining Walls shall be maintained by the Association and the costs thereof shall be Operating Expenses. Failure of the Association to undertake any maintenance, replacement, or repair of the Retaining Walls shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant and Builders neither commit to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.

10.12 Perimeter Walls/Fences. The Declarant and/or Builders may install perimeter walls or fences within COVE AT SOUTHWOOD (the "Perimeter Walls/Fences"). The Association at all times shall have the exclusive right and obligation to maintain, repair, and replace any Perimeter Walls/Fences, including Perimeter Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning of the interior of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Lot. The Association shall perform any such maintenance, repairs, or replacement of the Perimeter Walls/Fences at its discretion and the costs of such maintenance, repairs, or replacement shall be charged to the Owners as Operating Expenses. Failure of the Association to undertake any such maintenance, replacement, or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant and Builders neither commit to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

10.13 Retention/Detention Area Slopes. The Common Areas and the rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association, except as otherwise provided in any Retention/Detention Area Slopes Maintenance Standards (as defined herein), if any. The Declarant hereby grants the Association an easement of ingress and egress across all Lots that include or are adjacent to Retention/Detention Area Slopes or other portions of the SMS for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The Board may (but has no obligation to) establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots that include or are adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards (if any) may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the Association an easement of ingress and egress across their Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

10.14 Drainage Improvements. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "**Drainage Improvements**"), and which may be located within Common Areas or Lots. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers, and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be Operating Expenses.

10.15 Additional Obligations of the Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure, and/or repair certain improvements or share certain facilities within COVE AT SOUTHWOOD or adjacent to the boundaries of COVE AT SOUTHWOOD, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "**Agreements**"). Each Owner, by acquiring title to a Lot, acknowledges and agrees COVE AT SOUTHWOOD, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements, to modify any agreement affecting COVE AT SOUTHWOOD, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements; provided, however, for so long as EHC is the record title owner of any Lot, EHC's prior consent shall be required for any such modification of any Agreements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE, AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN IMPROVEMENTS AND/OR FACILITIES, SHALL BE OPERATING EXPENSES.

11. Maintenance by Owners. Except as otherwise expressly provided in Section 10 of this Declaration or in a Supplemental Declaration, all Lots and Homes, including, without limitation, lawns, landscaping, irrigation facilities, driveways, walkways, all structural components comprising the Lot or Home, and all other improvements within a Lot that are not maintained by the Association pursuant to the terms of this Declaration shall be well maintained and kept in first class, good, safe, clean, neat, and attractive condition consistent with the general appearance of COVE AT SOUTHWOOD by the record title owner of the applicable Lot. Without limitation of the foregoing, and subject to the Association's maintenance of sidewalks as provided in Section 10 above, each record title owner of a Lot is specifically responsible for

maintaining any driveways or walkways located within any portion of their Lot and the right-of-way located immediately adjacent to such Lot. No tree installed by the Declarant or a Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing COVE AT SOUTHWOOD. If any such tree located on an Owner's Lot, or the right-of-way located immediately adjacent to such Lot, dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located (or the Owner of the Lot immediately adjacent to such tree if located within the right-of-way), at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots, Homes, and/or adjacent right-of-way are not maintained by the record title owner of the Lot in accordance with the requirements of this Section, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event any Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying record title owner as an Individual Assessment.

11.2 Modification of Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree, shrubbery, or other landscaping shall be removed from COVE AT SOUTHWOOD and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. Except for construction debris and related materials on a Lot during the course of construction of a Home, no garbage, refuse, or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.4 Exterior Home Maintenance. Except as otherwise provided herein, each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of their Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating or fiber cement siding/cement lap siding (stucco or cementitious coating or fiber cement siding/cement lap siding is referred to herein as the "**Exterior Finish**"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the Exterior Finish. This is normal behavior and considered a routine maintenance item for the Owner of the Home. Each Owner is responsible for inspecting the Exterior Finish of the exterior walls for cracking and to engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking, or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk, and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section, which should be completed in a timely fashion to prevent any damage to the Home.

11.5 Paved and Concrete Surfaces. Except as provided in Section 10 with regard to the Association's maintenance of sidewalks located within the right-of-way adjacent to Lots, each Owner shall

be responsible to timely maintain, including pressure washing/soft washing, repair, and/or replace the driveways, walkways, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot and the right-of-way adjacent to such Owner's Lot. In the event the County, the City, or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot or the right-of-way adjacent to such Owner's Lot for the installation, repair, replacement, or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense, if such expenses are not paid for by the City or the County. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure their Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold, and/or water intrusion. The Declarant, Builders (including, without limitation, EHC), and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS, AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS, AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS, AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT, EHC, BUILDERS, AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.7 Water Mains and Improvements within Lots and Adjacent Right-of-Way. In the event the County, the City, JEA, or any of their respective subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, paved or concrete surfaces, or other improvements located on an Owner's Lot or the right-of-way adjacent to such Lot in connection with the County's or the City's installation, operation, maintenance, repair, or replacement of any utilities or other maintenance conducted by the County or the City, if applicable, then the Owner of the applicable Lot upon which such driveway, landscaping, paved or concrete surfaces, or other improvements are located or adjacent to such right-of-way upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, or other improvement at such Owner's expense, if such expenses are not paid for by the County or the City or JEA. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.8 Right-of-Way. Except as provided in Section 10 with regard to the Association's maintenance of sidewalks, each Owner is required to timely repair, maintain, pressure/soft wash, and/or replace the driveways, walkways, including, without limitation, concrete or brick pavers, and other paved and concrete surfaces located within the right-of-way adjacent to their Lot. No tree installed by the Declarant or a Builder within the right-of-way shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing COVE AT SOUTHWOOD. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ACC.

11.9 Roofs and Roof Maintenance.

11.9.1 Roof Maintenance by Owner. Except as provided in Section 10 herein with respect to nonstructural repair and replacement of roofs by the Association, each Owner of a Home shall routinely maintain and repair the roof of their Home in a safe, neat, and appropriate manner, including roof trusses or other structural components of the roof. For purposes of uniformity, Owners of Homes sharing an attached roof, consisting of all roofs of all attached Homes for a particular building, are encouraged to repair the roofs of all such attached Homes for such building concurrently, and the Board or the ACC shall have the right to require such shared roofs be repaired within forty-five (45) days after notice by the Board or the ACC to the Owners of applicable Homes. Neither the Declarant, Builders, EHC, nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.9.2 Shared Roof Restrictions and Owner Obligations. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all shared roofs on Homes. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any roof shared between Homes, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protrusion for such shared roof. Subject to applicable building codes, the Owner of a Home sharing a roof with an adjoining Home shall not make any alterations, additions, or structural changes in the shared roof without the joint agreement of all of the Owners sharing the roof and the written consent of the Board. Each Owner sharing a roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing such roof. Except as expressly set forth in Section 10 above, each Owner shall be responsible for the maintenance and repair of the roof of such Owner's Home. To the extent a roof shared by multiple Lots needs to be maintained or repaired by the record title owners of such Lots, the cost of such maintenance and/or repair shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, subject, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In the event an Owner shall fail or refuse to pay their pro rata share of costs of repair or maintenance of a shared roof (whether or not through their own fault or the failure of their insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the shared roof, and suit thereon shall be commenced one (1) year from the date such lien is filed.

11.10 Lot Walls/Fences. Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.10.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing their Lot. Except as provided in this Section, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.10.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or their Permitted Users (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss, or liabilities. Notwithstanding anything to the contrary in this Section, the Declarant and the Association have the right to enforce the provisions of this Section, however neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection

with this Section. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

11.10.2.1 No Owner shall allow sprinklers to spray or other water sources to deliver water within one foot (1') of any Lot Wall/Fence, excluding rainfall that falls directly on such area (i.e. an Owner shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Lot Wall/Fence);

11.10.2.2 No Owner shall allow any tree to grow within six feet (6') of any Lot Wall/Fence (with such distance measured from the above-ground part of the tree that is nearest to the Lot Wall/Fence within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil);

11.10.2.3 No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Lot Wall/Fence; and

11.10.2.4 No Owner shall allow water to be provided by sprinkler, hose, hand delivery, or otherwise to any plant located within five feet (5') of any Lot Wall/Fence; provided, however, Owners are permitted to allow water delivery to any plant located within one foot (1') of any Lot Wall/Fence if the method of such delivery is either by drip line or by spray facing in a direction away from the Lot Wall/Fence.

11.10.3 Other Damage. If a Lot Wall/Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners or their Permitted Users (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Lot Wall/Fence to its prior condition, equally sharing the expense; provided, however, that if a Lot Wall/Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or their Permitted Users) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Lot Wall/Fence and shall immediately repair the Lot Wall/Fence to its prior condition.

11.10.4 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter their Lot for the purpose of installations, alteration, or repairs to a Lot Wall/Fence on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

11.10.5 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.10.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot Wall/Fence) the Lot Wall/Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

11.10.7 Right of the Association. Each Owner hereby grants the Association an easement of ingress and egress across their Lot to all Lot Wall/Fence areas for the purpose of ensuring compliance with the requirements of this provision. In the event an Owner does not comply

with this Section, the Association may, but shall not be required to, perform the necessary maintenance, repair, and/or replacement and charge the costs thereof to the non-complying Owner(s) as an Individual Assessment.

11.11 Perimeter Walls/Fences. The Association at all times shall have the exclusive right and obligation to maintain, repair, and replace any Perimeter Walls/Fences, including Perimeter Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning of the interior of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

12. Use Restrictions. The following use restrictions shall apply to all Lots, except for any Lots owned by the Declarant, EHC, or Lennar (if either such entity is not the Declarant), or their respective affiliates or designees. Except as otherwise provided in the foregoing sentence, each Owner must comply with the use restrictions below, subject to any limitations in Section 720.3045, Florida Statutes (2025) and Section 720.3035(1)(b), Florida Statutes (2025), as applicable.

12.1 Alterations and Additions. Except as otherwise provided in Section 19 of this Declaration, no material alteration, addition, or modification to a Lot or exterior of a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first obtained from the ACC as required by this Declaration.

12.2 Animals and Pets. No animals, livestock, reptiles, pets or poultry of any kind may be kept in and/or on any Lot and/or Home or brought onto the property by an Owner, or its Permitted Users other than domesticated dogs, domesticated cats, fish and/or caged birds, all of which are usually and commonly kept as household pets (collectively "**Pets**"). Pets only may be kept, maintained and/or allowed to reside in and/or on a Lot and/or Home provided such Pets are: (i) in full compliance with the applicable law, ordinance and the Governing Documents; (ii) under the control of the applicable Owner or its Permitted Users at all times when the Pet is on any Common Area and/or the Pet is outside of that Owner's Home; (iii) not left unattended on any balconies, terraces, lanais, garages and/or covered patios, (iv) quiet, inoffensive and generally not a nuisance and/or safely concern to any other Owners, Lessees and/or occupants of another Lot; (v) not kept or raised for commercial purposes; and (vi) not being boarded in exchange for compensation of any type. The Owner, or its Permitted Users, shall promptly pick up all solid waste material from their Pet and dispose of that solid waste material appropriately. No solid waste material from any Pet shall remain on any Common Area or any portion of COVE AT SOUTHWOOD. Solid waste material from Pets shall not be placed in trash containers maintained by the Association. Each Owner and/or its Permitted Users agree to fully pay for, and/or reimburse the Association for, all extermination costs necessitated by any Pet. The Indemnified Parties shall not be liable for any Losses resulting from a violation of the restrictions on Pets and animals. Any Owner, or its Permitted Users, committing any violation of the restrictions on Pets and animals shall fully indemnify and hold harmless the Indemnified Parties in such regard. A violation of any rule or restriction on Pets and animals shall entitle the Association to all of the Association's rights and remedies, including, but not limited to, the right to fine the applicable Owner and/or to require any Pet or animal to be permanently removed from COVE AT SOUTHWOOD. No Owner, or its Permitted Users may keep more than three (3) of the permitted Pets in and/or on any Lot. No reptiles, insects, livestock, poultry, swine, or wildlife of any type shall be kept anywhere in and/or within COVE AT SOUTHWOOD, including any Lot, Home and any garage. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act. No Pet shall be permitted to remain within COVE AT SOUTHWOOD if that Pet disturbs the tranquility of COVE AT SOUTHWOOD, other Owners, Lessees, or occupants of any Lot, if a Pet is unlawful, dangerous, aggressive, annoying, and/or a nuisance to or destructive of wildlife, or if that Pet has been specifically excluded from COVE AT SOUTHWOOD by the Board after notice. The Board may, in its sole discretion, have any Pet removed and/or banned from COVE AT SOUTHWOOD.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to vehicles utilized in connection with construction, sales, development, improvement, installation, repair, or operational activities by the Declarant, Builders, or their contractors, subcontractors, suppliers, consultants, agents, employees, or invitees.

12.4.1 Parking. Each Owner, by acceptance of a deed to a Lot, acknowledges and understands Lots are not intended to accommodate more than two (2) vehicles, with intended space for one vehicle parked within the applicable garage and another vehicle within the driveway of the Lot. Notwithstanding the foregoing, each Owner or Lessee, as applicable, may keep a motorcycle within the garage or driveway of the Home, so long as such motorcycle is registered with the Association in accordance with Section 12.4.5.1 below. Vehicles shall be parked in the garage or driveway of the respective Lot. No vehicles of any nature shall be parked on any portion of COVE AT SOUTHWOOD, including the roadways or a Lot, except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, including the roadways, except in any designated parking areas which may be designated by the Board, if any and as applicable. To the extent COVE AT SOUTHWOOD has any guest parking, Owners are prohibited from parking in such guest parking spaces. Any parking spaces designated for the Charging Station(s) (if any) shall be utilized solely for the charging of such Permitted User's vehicle and any extended or overnight parking in such spaces shall be prohibited. Vehicles shall not be authorized to park within any parking spaces designated for the Charging Station(s) except while actively charging such vehicle. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking within COVE AT SOUTHWOOD, including parking within the private roadways and/or at the Charging Station(s). Except as otherwise permitted in Section 720.3075(3)(d), Florida Statutes (2025), no vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in COVE AT SOUTHWOOD except during the period of delivery of goods or during the provision of services. Notwithstanding anything contained herein to the contrary, no provision of this Declaration shall be construed as prohibiting an Owner or its Permitted User(s) from parking their personal vehicles, including pickup trucks, in such Owner's driveway, or in any other area at which such Owner (or its Permitted User) has a right to park as governed by state, County, and municipal regulations, so long as such vehicles are not "**Commercial Motor Vehicles**" (as defined in Section 320.01(25), Florida Statutes (2025)).

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within COVE AT SOUTHWOOD for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within COVE AT SOUTHWOOD, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles are permitted anywhere within the public view. Vehicles may be washed only in the driveway of the Home.

12.4.3 Prohibited Vehicles. No Commercial Motor Vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat (or other watercraft) trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within COVE AT SOUTHWOOD except in the garage of a Home or as otherwise permitted in accordance with Section 720.3045, Florida Statutes (2025), and Section 720.3075, Florida Statutes (2025). No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas, including the private roadways or any sidewalks. Additionally, no all-terrain vehicles or mini motorcycle may be parked or stored within COVE AT SOUTHWOOD, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary,

the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, sales, development, improvement, installation, or repair by the Declarant, Builders, or their respective invitees, employees, subcontractors, suppliers, consultants, designees, or agents. Further, notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions are subject to Sections 720.3045 and 720.3075, Florida Statutes (2025).

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such vehicle or owner of such vehicle was ever previously cited for such violation. Each Owner by acceptance of title to a Lot irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean motorcycles, campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Lot, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration. IN NO EVENT SHALL THE ASSOCIATION OR THE DECLARANT BE OBLIGATED TO OR RESPONSIBLE FOR TOWING VEHICLES WITHIN COVE AT SOUTHWOOD.

12.4.5 Vehicle Registration and Decals. Vehicles and motorcycles parked within any portion of COVE AT SOUTHWOOD must display either a Resident Decal (as defined below) or Guest Decal (as defined below), as applicable, unless otherwise authorized herein. ALL VEHICLES WITHIN COVE AT SOUTHWOOD WHICH ARE UNREGISTERED AND/OR NOT DISPLAYING A VALID RESIDENT DECAL OR GUEST DECAL WILL BE SUBJECT TO TOWING, UNLESS OTHERWISE AUTHORIZED HEREIN.

12.4.5.1 Resident Decals. Each Owner's or Lessee's vehicle must display a resident decal (a "**Resident Decal**") evidencing such Owner or Lessee, as applicable, is a resident of COVE AT SOUTHWOOD and has properly registered their vehicle with the Association. To receive a Resident Decal, each Owner must register the applicable vehicle with the Association and provide evidence of proper insurance, vehicle registration, and valid driver's license. Lessees must obtain Resident Decals from the Owner of the Home and each Owner is responsible for ensuring the vehicle(s) of such Lessees are registered with the Association. Notwithstanding anything contained herein to the contrary, only one (1) Resident Decal shall be issued for each Owner's or Lessee's vehicle and no more than two (2) Resident Decals shall be issued to each Home; provided, however, additional Resident Decals may be issued for motorcycles properly registered with the Association so long as such motorcycle can be stored within the garage of the Home in addition to any other vehicle stored within such garage. Resident Decals shall be placed on the lower interior driver's side windshield of the vehicle; provided however, Resident Decals must be displayed in an alternative conspicuous location on all motorcycles.

12.4.5.2 Guest Decals and Guest Parking. Any person who is not an Owner or Lessee must use a Guest Decal to park within COVE AT SOUTHWOOD; provided, however, vehicles used in business for the purpose of transporting goods, equipment and the like, may be parked in COVE AT SOUTHWOOD without a Guest Decal only during the period of a delivery of goods or during the provision of services during the hours of 8:00 a.m. to 5:00 p.m., Monday – Friday. Owners will be issued one (1) mirror-hanging tag to be used by all guests and visitors of such Owner or such Owner's Lessees (each, a "**Guest Decal**"). Guests may park in designated guest parking areas (if any) so long as

such guest's vehicle has a Guest Decal displayed. Guests using a Guest Decal may not park within designated guest parking areas (if any) for more than fourteen (14) consecutive days. Notwithstanding anything contained herein to the contrary, guests may be parked in a driveway of a Home without a Guest Decal. Guests may not park on any streets, roadways, or grass or landscaped areas. Owners and Lessees may not use Guest Decals to park within designated guest parking areas. Owners and Lessees may not park in designated guest parking spaces. Owners or Lessees using Guest Decals rather than Resident Decals will be subject to towing.

12.4.5.3 Limitations and Conditions on Decals. Any new vehicles owned by an Owner or Lessee must be registered with the Association to obtain a new Resident Decal. If a Resident Decal or Guest Decal is lost or damaged, the Owner of the Home must obtain a new replacement decal from the Association, which may be subject to additional fees in the amount of such costs for the replacement decal/tag plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion), which amount shall be assessed against the respective Lot as an Individual Assessment.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14 of this Declaration. As to any such reconstruction of a destroyed Home or improvements by an Owner (other than Lennar), the same shall only be replaced as approved by the ACC.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by the Declarant and/or Lennar (in the event Lennar is no longer the Declarant), and administrative offices of the Declarant and Builders, no commercial or business activity shall be conducted within COVE AT SOUTHWOOD, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within COVE AT SOUTHWOOD. No solicitors of a commercial nature shall be allowed within COVE AT SOUTHWOOD without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility or group home may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant. Leasing of Homes shall not be considered "commercial activity" or "business activity" for purposes of this Declaration.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion, marketing, and sale of Homes and/or Lots by the Declarant or Builders. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN COVE AT SOUTHWOOD AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto, as adopted or amended from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association, if any. The Board

shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout COVE AT SOUTHWOOD.

12.10 Decorations. Except as otherwise expressly provided herein, no decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of COVE AT SOUTHWOOD without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and other decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations in its sole discretion. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through COVE AT SOUTHWOOD). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2025), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of COVE AT SOUTHWOOD complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant in the Declarant's sole and absolute discretion, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned absent manifest error.

12.12 Drainage System. Drainage Improvements may be part of the Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant and/or a Builder, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Association. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Home, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SMS or change the direction or flow of water in accordance with the SMS, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the City, the County, SJRWMD, or other governing body having jurisdiction over COVE AT SOUTHWOOD. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, BUILDERS, EHC, AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither the Association, the Declarant, nor any Builder shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences and Walls. No walls or fences shall be erected or installed within a Lot, except for walls or fences erected or installed by the Declarant or a Builder.

12.15 Fuel Storage. No fuel storage shall be permitted within COVE AT SOUTHWOOD, except as may be necessary or reasonably used for barbecues, fireplaces, generators, or similar devices.

12.16 Garages. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Disposal. Trash collection, recycling collection, and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, recycling cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from the street. Each Owner shall be responsible for properly depositing their garbage, trash, and recycling in garbage cans and trash and/or recycling containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash and recycling receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than twenty-four (24) hours before the designated collection day and time, and such containers shall be removed no later than twenty-four (24) hours after collection. Except for normal construction debris on a Lot during the course of construction of a Home, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of COVE AT SOUTHWOOD.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a tropical storm or hurricane and must be removed or opened within seventy-two (72) hours after the end of a tropical storm or hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

12.19 Irrigation; Reclaimed Water; Water Staining. The Association may use reclaimed or reuse water for irrigation purposes. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facilities but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals. Due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Owner's responsibility to treat and remove any such staining within such Owner's Lot. The Declarant may, at its sole discretion, utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Association. Owners shall be obligated to obtain the prior written approval of the Association and the ACC before taking any action that may affect the loop irrigation system, as further provided in Section 19.20 herein.

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2025), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC and in accordance with the Community Standards.

12.21 Lawful Use. No immoral, improper, offensive, unlawful, or obnoxious use shall be made in any portion of COVE AT SOUTHWOOD, as determined by the Board in its sole discretion. All laws, zoning ordinances, and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of COVE AT SOUTHWOOD shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms

of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided by the Owner to the Association. No Lease Agreement may be for a term of less than six (6) months. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Lot, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, their Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee(s), members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Notwithstanding any inconsistent or contrary provision, or portion thereof, in this Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any provisions, or portions thereof, in this Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner.

12.23 Mailboxes and Lampposts. No mailboxes or lampposts shall be installed on any Lot by an Owner.

12.24 Minor's and other Permitted Users. Owners shall be responsible for all actions of their guests, minor children, and other Permitted Users at all times in and about COVE AT SOUTHWOOD. Neither the Declarant, Builders, EHC, nor the Association shall be responsible for any use of the Common Areas by anyone, including minors, guests, or any other Permitted Users.

12.25 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of COVE AT SOUTHWOOD, as determined by the Board in its sole discretion, is permitted. No firearms shall be discharged within COVE AT SOUTHWOOD. Nothing shall be done or kept by a Permitted User within the Common Areas, or any other portion of COVE AT SOUTHWOOD, including a Home or Lot, which will increase the rate of insurance to be paid by the Association. As stated above, this Section shall not apply to sales, marketing, construction and development activities by the Declarant and/or Builders.

12.26 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

12.27 Personal Property; Patio and Lawn Furniture. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of COVE AT SOUTHWOOD, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ACC. The ACC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ACC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ACC in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Board's sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

12.28 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of COVE AT SOUTHWOOD, change the level of the land within COVE AT SOUTHWOOD, or plant landscaping which results in any permanent change in the flow and drainage of surface water within COVE AT SOUTHWOOD. Owners may place additional plants, shrubs, or trees within any portion of their respective Lots with the prior written approval of the ACC.

12.29 Roofs, Driveways, and Pressure Washing/Soft Washing. Subject to Section 10 above, roofs, exterior surfaces, and/or pavement, including, but not limited to, walkways and driveways, shall be pressure washed/soft washed by the Owner of the Lot within the time period stated in a written notice from the Board to the Owner of the applicable Lot, but in no event, later than within thirty (30) days from the date of such notice to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color, and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

12.30 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aeriels, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of COVE AT SOUTHWOOD. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards and shall be governed by the then current rules of the FCC.

12.31 Screened Enclosures and Decks/Patios/Lanais. Except as otherwise installed by the Declarant or a Builder, (i) all screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards, (ii) all enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and shall comply with the Community Standards, and (iii) all decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.32 Signs and Flags. No sign, flag, banner, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of COVE AT SOUTHWOOD, including, without limitation, any Home or Lot, that is visible from the outside, except an Owner may install one (1) ornamental flag approved by the ACC and in compliance with the Community Standards. Notwithstanding the foregoing, any Owner may display in a respectful manner up to two (2) of the following portable and removable flags: (i) the United States flag, (ii) the official flag of the State of Florida, (iii) a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, (iv) a POW-MIA flag, or (v) a "first responder flag" as defined in Section 720.304, Florida Statutes (2025). Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Further, in accordance with Section 720.304, Florida Statutes (2025), Owners may display a sign of reasonable size provided by a contractor for security services within ten (10') feet of any entrance to the Home, which sign shall not to exceed six inches (6") by six inches (6") in size. Each Owner may erect one (1) freestanding ground-level flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot as long as the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display in a respectful manner from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, Space

Force, or Coast Guard, or a POW-MIA flag, or a "first responder flag" as defined in Section 720.304, Florida Statutes (2025). Such additional flag must be equal in size to or smaller than the United States flag and must be in accordance with Section 720.304, Florida Statutes (2025). Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances of the County or the City and all setback and location criteria contained in this Declaration and in the Community Standards. Notwithstanding the foregoing or anything contained herein to the contrary, stickers or signage, not to exceed two inches (2") by six inches (6") advising of medical needs or other similar special needs of occupants (such as oxygen in use) are permitted in the nearest lower corner of the window near front and back entrance of the Home without the prior written approval of the ACC.

The Declarant, Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself, Builders, and their respective agents, employees, nominees, and assigns the right, privilege, and easement to construct, place, and maintain upon any property within COVE AT SOUTHWOOD such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, and sale of any of the Lots and Homes. Notwithstanding anything to the contrary herein, the exercise by a Builder (other than Lennar, if Lennar is no longer the Declarant) of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content, and design of such Builder's signs and flags within COVE AT SOUTHWOOD. The Declarant reserves the right (but not the obligation) to institute a signage plan for COVE AT SOUTHWOOD, which such signage plan (if any) must be complied with by all Builders (other than Lennar).

12.33 Social Media. The Association may create an official social media page, forum or website for COVE AT SOUTHWOOD. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for COVE AT SOUTHWOOD and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for COVE AT SOUTHWOOD agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant, Builders, or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with COVE AT SOUTHWOOD, the Declarant, Builders, the ACC or the Association, and such Owner shall report all such issues directly to the Association, the Declarant, and/or such Builder (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Builder nor any Manager (as defined herein) is responsible for monitoring any social media page(s) for COVE AT SOUTHWOOD. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

12.34 Solar Panels and Satellite Equipment. Nothing in this Declaration shall be deemed to prohibit the installation of solar collector panels on Lots (referred to in this Section as "**Solar Panels**") or satellite dishes or other similar equipment covered by FCC rules (referred to herein as "**Satellite Equipment**") on Lots; provided, however, such devices shall be installed only as approved by the ACC and in accordance with the Community Standards. In the event of a direct conflict between the provisions of Section 10, Section 11, or Section 14 of this Declaration and the terms of this Section 12.34, this Section shall govern. As referenced in this Section, the term "**Townhome Building**" means the applicable building with attached Homes on adjoining Lots. Solar Panels and Satellite Equipment are permitted on the roof of a Home, subject to the Community Standards and the following provisions:

12.34.1 Location and Specifications. Solar Panels and Satellite Equipment serving a Home must be solely located on the roof of such Home within the boundary of the Lot, and may not extend to or otherwise impact any adjoining Home's roof. All exterior conduits must be painted the same color as the color of the Home and all equipment/electrical boxes associated with such Solar Panels and/or Satellite Equipment must be painted the same color as the Home and screened from street view by using appropriate landscape materials. This Section is subject to the provisions of Section 163.04, Florida Statutes (2025).

12.34.2 Assumption of Roof Maintenance and Repair Obligations. Notwithstanding anything contained herein to the contrary, in the event an Owner desires to install Solar Panels and/or Satellite Equipment on the roof of its Home, then such Owner shall be solely responsible for the maintenance and repair of such roof, and there shall be no abatement or reduction in such Owner's Installment Assessments or any abatement or reduction in Reserves (if any). Further, and specifically notwithstanding any obligation of the Association to maintain the roof of the Home pursuant to Section 10 above, the Owner of the Lot proposing the installation of the Solar Panels and/or Satellite Equipment, for itself and on behalf of its successors in title and any future record title owner of the Home, hereby acknowledges, accepts, and assumes the perpetual responsibility for prompt and adequate maintenance, repair, and replacement of all portions of roof of the Home in a good, habitable, safe, attractive, and clean condition, at the record title owner's sole cost and expense, and regardless of the circumstances or event which necessitates the performance of such maintenance or repair. Without limiting the foregoing, such Owner shall be perpetually responsible for all shingles, roof tiles, and roof decking, and also responsible for all utility facilities and installations necessitated for the installation, operation, maintenance, or repair of the Solar Panels and/or Satellite Equipment, as applicable, including, but not limited to, electric lines, cables, conduits, or other equipment or apparatus related to the Solar Panels and/or Satellite Equipment. The Owner shall immediately and properly correct any condition associated with the roof or Solar Panels or Satellite Equipment which would, if left uncorrected, reasonably be expected to cause any damage to any other adjoining Home or create a condition that is potentially hazardous. Nothing herein shall obligate the Association to inspect the Solar Panels or Satellite Equipment or the roof upon which they are located, ensure its safety, or otherwise notify the Owner or other persons of any deficiencies or necessary maintenance or repair thereof or potential danger associated therewith. In the event the roof or any component thereof is not repaired or maintained by the Owner pursuant to this paragraph, the Association may, but shall not be obligated to, repair and maintain such roof on behalf of the Owner, and the costs and expenses of such maintenance and repairs shall be assessed against the respective Lot as an Individual Assessment.

12.34.3 Replacement of Roof; Removal of Solar Panels and Satellite Equipment. In the event the Association replaces the entire roof on a Townhome Building, the Association shall also replace the roof on any Home(s) within such Townhome Building which contain Solar Panels and/or Satellite Equipment. Prior to such time as the Association commences construction work for such roof replacement on such Townhome Building (and no later than fifteen (15) days after written notice from the Board), the Owner of any Home upon which there are Solar Panels and/or Satellite Equipment installed shall promptly remove the Solar Panels and/or Satellite Equipment, as applicable, (and shall be responsible for all costs necessitated thereby) until such roof replacement work by the Association is complete. Further, each record title owner of a Home upon which Solar Panels and/or Satellite Equipment are installed hereby acknowledges and agrees that the roof upon such Home may be required to be inspected by the Association or may need to be removed in connection with the Association's inspection, maintenance, repair, replacement, and/or alteration of the roof or other portions of the Townhome Building. In such event, the Owner of the Home upon which there are Solar Panels and/or Satellite Equipment installed shall, at such Owner's sole cost and expense, within fifteen (15) days after written notice from the Board, remove the Solar Panels and Satellite Equipment, as applicable, until such inspection, maintenance, repair, replacement, and/or alteration work by the Association is complete. In the event any Owner fails to comply with this Section, the Board shall have the right, at its sole reasonable discretion, to remove the Solar Panels and/or Satellite Equipment without the approval of Owner for same, and such Owner shall

be solely responsible for the storage and re-installation of the Solar Panels and/or Satellite Equipment, and the Owner also expressly acknowledges that re-installation after such removal may not be practical or possible. Further, such Owner shall be obligated to reimburse the Association for any costs incurred by the Association in connection with such removal, and the Association shall have the right to charge the Owner an Individual Assessment for same. In addition, in the event the Owner fails to promptly remove such Solar Panels and/or Satellite Equipment as required hereunder within fifteen (15) days after written demand from the Board, Owner shall be responsible for all costs and expenses incurred by the Association as a result of delayed performance of any required inspections or work upon the roofs or any costs incurred by the Association by virtue of the Association's exercise of self-help rights and removal of such Solar Panels and/or Satellite Equipment. No later than fifteen (15) days after the applicable inspections and/or work by the Association is complete, the Owner shall either complete the re-installation of its Solar Panels and/or Satellite Equipment, as applicable, on the roof (at such Owner's sole cost and expense) in accordance with this Section, or notify the Association in writing that the Owner no longer desires to use such Solar Panels and/or Satellite Equipment (in which event such termination of use shall be governed by Section 12.34.9 below, and such Owner shall remain responsible for the maintenance and repair of the roof until such time as the Association replaces the entire roof of the Townhome Building). The Association, its contractors and agents, shall not be liable for any damage to the Solar Panels and/or Satellite Equipment arising out of the Association's removal of the same, and each Owner expressly waives and releases the Association, its officers, directors, agents, contractors, and employees from all liability for damages associated with the inspection, removal, or reinstallation of the Solar Panels and/or Satellite Equipment pursuant to this paragraph.

12.34.4 Installation of Solar Panels and/or Satellite Equipment. The Owner of the applicable Home shall commence and complete the installation of the Solar Panels and/or Satellite Equipment at such Owner's sole cost and expense and with reasonable diligence, safety, and expediency. The Owner shall comply with all applicable construction laws, ordinances, regulations, governmental authorities, building codes, and the Governing Documents (including the Community Standards). The Owner shall, at such Owner's sole cost and expense, obtain any and all permits and inspections required by any and all applicable codes, ordinances, statutes, regulations, and/or governmental agencies with respect to such Solar Panels and/or Satellite Equipment, and pay all costs and fees associated therewith. The Owner proposing the installation of the Solar Panels and/or Satellite Equipment shall utilize only qualified and properly licensed and registered roofing contractors that are familiar with the installation and core requirements of solar panels/collectors for the installation, maintenance, repair, removal, replacement, care, and preservation of the Solar Panels and/or Satellite Equipment. Prior to commencing any installation of Solar Panels and/or Satellite Equipment, the Owner shall ensure that all Contractors carry appropriate insurance with the minimum requirements required and established by the Board from time to time, and which shall include, at a minimum (a) Worker's Compensation in accordance with the applicable law or laws (coverage must be included for sole proprietors); (b) Commercial General Liability; and (c) Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles.

12.34.5 Owner to Bear Expenses. With respect to any Home upon which Solar Panels and/or Satellite Equipment are installed (or for which Solar Panels and/or Satellite Equipment are proposed by the Owner to be installed on such Home), the Owner of such Home shall at all times be solely responsible for all costs and expenses incurred in connection with the Solar Panels and/or Satellite Equipment. Such Owner shall ensure that the Solar Panels and/or Satellite Equipment do not cause any damage to the adjoining Home(s) or any other portions of the Townhome Building. The Owner of such Home containing the Solar Panels and/or Satellite Equipment shall have full and complete responsibility (at such Owner's cost) for immediate repair or replacement of any portion of the Townhome Building, including adjoining Homes, that may be damaged and/or destroyed by the Solar Panels and/or Satellite Equipment, regardless of whether such damage is caused directly by the Owner or by a Contractor or agent of the Owner, and including any damage

that is difficult to detect and which may result in unforeseen damage to portions of the Townhome Building. The Owner of the Home containing the Solar Panels and/or Satellite Equipment shall be solely responsible for any damage or increased costs of maintenance suffered to any impacted portions of the Townhome Building that would not have occurred but for the existence of the Solar Panels and/or Satellite Equipment. WITHOUT LIMITING THE FOREGOING, EACH OWNER EXPRESSLY ASSUMES ANY AND ALL FINANCIAL OBLIGATIONS RESULTING FROM THE VOIDING OF ANY ROOF WARRANTY FOR THE TOWNHOME BUILDING ROOF (WHETHER THE EXISTING ROOF OR ANY FUTURE ROOF) THAT RESULTS FROM THE INSTALLATION, EXISTENCE, MAINTENANCE, REPAIR, REMOVAL, OR REPLACEMENT OF THE SOLAR PANELS AND/OR SATELLITE EQUIPMENT.

12.34.6 Impact on Roof Warranty; Contractor Warranty. EACH OWNER IS SOLELY RESPONSIBLE FOR CONFIRMING WHETHER THE INSTALLATION OF SOLAR PANELS AND/OR SATELLITE EQUIPMENT MAY VOID OR IMPACT ANY ROOF WARRANTY APPLICABLE TO SUCH OWNER'S HOME AND/OR TOWNHOME BUILDING. EACH OWNER EXPRESSLY ASSUMES ANY AND ALL FINANCIAL OBLIGATIONS RESULTING FROM THE VOIDING OF ANY ROOF WARRANTY FOR THE TOWNHOME BUILDING ROOF (WHETHER THE EXISTING ROOF OR ANY FUTURE ROOF) THAT RESULTS FROM THE INSTALLATION, EXISTENCE, MAINTENANCE, REPAIR, REMOVAL, OR REPLACEMENT OF THE SOLAR PANELS AND/OR SATELLITE EQUIPMENT. Further, in connection with any installation or repair of the Solar Panels and/or Satellite Equipment, the Owner shall require the Contractor performing such installation or repair work on the Solar Panels and/or Satellite Equipment to provide a warranty or guarantee which guarantees roof integrity or otherwise warrants against damage to the roof of the Townhome Building or other components of the Townhome Building for which the Association has maintenance, repair, or replacement obligations (as applicable), including, but not limited to roof penetrations caused by the Solar Panels and/or Satellite Equipment. Such warranty or guarantee provided by the Contractor performing installation or repair work on the Solar Panels and/or Satellite Equipment shall either name the Association as a beneficiary thereof, or shall be issued directly in the Association's name or in such other manner sufficient for the Association to be able to make a claim on such warranty or guarantee. A copy of such warranty or guarantee shall be provided to the Board, and in addition the ACC may require a copy of such warranty or guarantee in advance of approving any application for initial installation of Solar Panels and/or Satellite Equipment.

12.34.7 Owner's Additional Insurance Obligations. In addition to each Owner's insurance obligations contained in Section 14 below, each Owner shall obtain hazard and liability insurance relating to any Solar Panels and/or Satellite Equipment installed within such Owner's Lot. Further, if requested by the Board in writing, such Owner shall cause its insurer to name the Association as an additional insured on the Owner's insurance policy for any claim related to the installation, maintenance, operation, existence, or use of the Solar Panels and/or Satellite Equipment, as well as the endorsement reflecting same. The Owner shall, within no later than ten (10) days after request by the Board to such Owner, provide to the Board a certificate of insurance evidencing the foregoing.

12.34.8 Release of Liability; Indemnification. Notwithstanding any approval by the ACC or Board with respect to Solar Panels and/or Satellite Equipment, neither the ACC nor the Board is in any way endorsing or advising as to the Solar Panels and/or Satellite Equipment, and the ACC and the Board make no representations whatsoever as to ramifications of such Solar Panels and/or Satellite Equipment now or in the future. Neither the Association nor the Board nor the ACC certifies the safety or integrity of the Solar Panels and/or Satellite Equipment, compliance with any laws, code, or building standards. Each Owner, by acceptance of a deed to a Lot, hereby expressly waives any and all claims and releases the Indemnified Parties from any liability for injuries to persons or damage to any property whatsoever arising from the installation, maintenance, operation, existence, or use of the Solar Panels and/or Satellite Equipment or for loss to such Owner or other Owners of Homes in the Townhome Building, economic or otherwise, arising from

the installation, maintenance, operation, existence, or use of the Solar Panels and/or Satellite Equipment. Further, the Owner of the Home containing the Solar Panels and/or Satellite Equipment shall forever indemnify and hold harmless the Indemnified Parties and all other Owners of Homes in the Townhome Building from and against any and all actions, injury, claims, loss, liability (including statutory liability), suits, liens, judgments, damages, costs, and expenses of any kind or nature whatsoever (including for attorneys' fees, paraprofessionals' fees, and costs at trial and upon appeal), incurred by or asserted against any of the Indemnified Parties or against any Owners of adjoining Homes in the Townhome Building from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Solar Panels and/or Satellite Equipment, including, without limitation, installation, maintenance, operation, existence or use of the Solar Panels and/or Satellite Equipment.

12.34.9 Termination of Use and Removal of Solar Panels and Satellite Equipment. In the event the Owner decides there is no longer a need or desire for the Solar Panels and/or Satellite Equipment, as applicable, the Owner shall remove the Solar Panels and/or Satellite Equipment (as applicable) and promptly restore the Home and shall be responsible for all costs necessitated thereby. Upon any such removal, the Owner shall provide written notice to the Association of same. The Owner shall remain responsible (at such Owner's sole cost and expense) for the maintenance and repair of such roof where the Solar Panels and/or Satellite Equipment, as applicable, were previously located until such time as the Association replaces the entire roof of the Townhome Building. After such time as the Association replaces the entire roof of the Townhome Building, the Association shall resume responsibility for maintenance, repair, and replacement of the roof in accordance with Section 10 above.

12.34.10 Compliance Monitoring. Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association, Builders, nor the Declarant shall be responsible for ensuring or confirming compliance with the warranty, guarantee, or insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association, Builders, EHC, nor the Declarant shall be liable in any manner whatsoever for failure of an Owner to comply with this Section.

12.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of COVE AT SOUTHWOOD without the prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Any such equipment approved by the ACC shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.36 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained, except for temporary storage facilities which shall be permitted for no more than one (1) week from the time of an Owner's or Lessee's initial occupancy of a Home. Any such temporary storage facilities may not be kept in the roadway and shall be kept wholly within the applicable Owner's Lot. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the ACC. As stated above, this Section shall not apply to temporary structures and storage facilities utilized by Builders.

12.37 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community Completion Date, and after the Community Completion Date, by the prior written approval of the Board (and the prior written consent of EHC so long as EHC is the record title owner of any Lot). No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development

permits applicable to COVE AT SOUTHWOOD, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

12.38 Substances. No flammable, combustible, or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of COVE AT SOUTHWOOD or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

12.39 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ACC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

12.40 Swimming, Fishing, Boating, and Docks. Swimming, wading, and fishing are prohibited within any of the retention/detention areas and water bodies within the boundaries of COVE AT SOUTHWOOD. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any retention/detention areas and/or other water bodies within COVE AT SOUTHWOOD.

12.41 Swimming Pools and Spas Prohibited. No above-ground pools or in-ground pools, hot tubs, spas, or related appurtenances shall be permitted within any Lot.

12.42 Use of Homes. Each Home is restricted to residential use by Permitted Users.

12.43 Visibility on Corners. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs, or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.44 Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

12.45 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, upland conservation areas, buffers, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ACC approval and approval from any governmental agencies having jurisdiction. Such areas, if any, are to be maintained by the Association in their natural state.

12.46 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds, or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets, or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "window treatment" is limited

to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard, or other similar temporary covering.

12.47 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by the Declarant or a Builder, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant, such Builder, or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves, and other protrusions onto an adjacent Lot.

14. Responsibility for Insurance, Repair, and Replacement.

14.1 Association Insurance.

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("**NFIP**"), the Association shall maintain insurance coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. The Association shall procure for the Common Areas only commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board. Such policies must provide that they may not be cancelled or substantially modified by any party without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

14.1.5 Declarant. Prior to the Turnover, the Declarant shall have the right, but not the obligation, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on their Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with (i) evidence of insurance coverage on its Home which complies with the provisions of this Section, and (ii) evidence such record title owner has submitted a claim to their insurance company for an insurable event, as further provided in Section 10 above. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to

bring an action to require an Owner to comply with their obligations hereunder. Owners shall also obtain insurance coverage, at their own expense, for any Solar Panels and/or Satellite Equipment, as applicable and as further provided in Section 12.34 herein.

14.2.2 Requirement to Reconstruct or Demolish. Each Owner covenants and agrees that in the event of damage to or destruction of structures on or comprising their Home or Lot, the Owner of such Lot shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law and to the extent possible without materially impacting the integrity of the other attached Homes or the ability to utilize such attached Homes as a residential dwelling. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its reasonable discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its reasonable discretion. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date such Required Demolition is completed, or such longer period of time established by the Board in its reasonable discretion. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on their Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of COVE AT SOUTHWOOD. Further, all such work as required by this Section shall be performed to the extent possible without materially impacting the integrity of the other attached Homes or the ability to utilize such attached Homes as a residential dwelling.

14.2.4 Additional Rights of the Association. If an Owner of any Lot refuses or fails, for any reason, to perform the Required Repair or Required Demolition or such other reconstruction or repair as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition or such other reconstruction or repair. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

14.3 Compliance Monitoring. Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association, Builders, EHC, nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association, nor the Declarant, nor EHC, nor any Builder shall be liable in any manner whatsoever for failure of an Owner to comply with this Section.

14.4 Fidelity Bonds. Unless waived by membership vote, the Association shall procure a blanket fidelity bond in accordance with Section 720.3033(5), Florida Statutes (2025), for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. The amount of the fidelity bond shall be in accordance with Section 720.3033(5), Florida Statutes (2025), as determined by the Board in its reasonable business judgment.

14.5 Association as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.6 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

14.7 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

14.8 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

14.9 Declarant and Builders Have No Liability. Notwithstanding anything to the contrary in this Declaration, the Declarant, EHC and any other Builders, and their respective officers, directors, shareholders, and any related persons or legal entities and their employees, attorneys, agents, officers, and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage required by this Section or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.10 Additional Insured. Prior to the Community Completion Date, the Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

15. Property Rights.

15.1 Easement of Enjoyment. Every Permitted User, and every owner of an interest in COVE AT SOUTHWOOD, shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations, and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended or supplemented from time to time;

15.1.2 Rules and Regulations governing use and enjoyment of the Common Areas;

15.1.3 The right of the Association to suspend a Permitted User's rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2025);

15.1.4 The right of the Association to suspend a Permitted User's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessment levied against that Owner remains unpaid;

15.1.5 The right of the Declarant and/or the Association (subject to EHC's prior written consent for so long as EHC is the record title owner of any Lot) to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant and EHC for so long as EHC is the record title owner of any Lot;

15.1.6 The right of the Declarant and/or the Association (subject to EHC's prior written consent for so long as EHC is the record title owner of any Lot) to modify the Common Areas as set forth in this Declaration. No such modification by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant and EHC (for so long as EHC is the record title owner of any Lot);

15.1.7 The perpetual right of the Declarant and its agents and permitted assigns to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. In addition, Builders shall have the right to access and enter any portion of COVE AT SOUTHWOOD constructed or installed by such Builder, at any time, even after the Community Completion Date, for the purposes of inspection and testing such areas, as applicable. The Association and each Owner shall give the Declarant, Builders, and their respective agents and permitted assigns unfettered access, ingress, and egress to the Common Areas so the Declarant, Builders, and/or its agents can perform all tests and inspections deemed necessary by the Declarant or Builders, as applicable. The Declarant and Builders shall have the right to make all repairs and replacements deemed necessary by the Declarant or such Builder, as applicable. At no time shall the Association or any Owner prevent, prohibit, and/or interfere with any testing, repair, or replacement deemed necessary by the Declarant or a Builder relative to any portion of the Common Areas;

15.1.8 The rights of the Declarant, Builders, and/or the Association reserved in this Declaration and the other Governing Documents, including the right to utilize the same and to grant use rights to others; and

15.1.9 An Owner relinquishes their right to use of the Common Areas during the time that a Home is leased to a Lessee.

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for itself, Builders, and the Permitted Users, for pedestrian traffic over, through, and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas, as may be paved and intended for such purposes.

15.3 Development and Other Easements. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and its nominees, affiliates, designees, and assigns, over,

upon, across, and under COVE AT SOUTHWOOD as may be required in connection with the development of COVE AT SOUTHWOOD, and/or other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction, and sale and/or leasing of Lots, Homes, or any portion of COVE AT SOUTHWOOD, and/or other lands designated by the Declarant. Further, Declarant reserves an easement for itself and its nominees, affiliates and designees and Builders, over, upon, across, and under COVE AT SOUTHWOOD, including all Lots and Common Areas, as may be necessary or desirable in connection with performing any construction, maintenance, or other development for purposes of obtaining any bond release, approval, or other deposit or as required by the County or the City. Without limiting the foregoing, the Declarant specifically reserves for itself and its contractors, subcontractors, subcontractors, suppliers, nominees, affiliates, designees, and consultants, the right to use all paved roads and rights of way within COVE AT SOUTHWOOD for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction and development vehicles and trucks may use portions of the Common Areas. The Declarant, EHC, and Lennar shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association on account of the Declarant's use of the Common Areas. The Declarant intends to use the Common Areas for marketing, sales, and leasing of Lots and Homes. Further, the Declarant may market other residences and properties located outside of COVE AT SOUTHWOOD from the Declarant's sales facilities located within COVE AT SOUTHWOOD. The Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of the Declarant and its nominees, shall be construed as broadly as possible and supplement the other rights of the Declarant set forth in this Declaration. At no time shall the Declarant or its nominees incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. To the extent Lennar is no longer the Declarant under this Declaration, and so long as Lennar owns any property within COVE AT SOUTHWOOD, Lennar shall have all rights, easements, authorizations, and privileges granted to Declarant in this Section 15.3, which rights may be exercised equally by Lennar on the same basis as the Declarant. EHC and other Builders are hereby granted and benefitted by the same rights, easements, privileges, and benefits, granted to and/or otherwise benefitting the Declarant pursuant to this Section; provided, however, except and excluding rights granted to and/or reserved in favor of EHC or Lennar (if Lennar is no longer the Declarant), the exercise of such easement rights reserved in favor of Builders pursuant to this Section 15.3 shall be subject to the Declarant's prior written authorization provided to such Builder (other than EHC or Lennar) in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

15.4 Public Easements. Fire, police, school transportation, health, sanitation, and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within COVE AT SOUTHWOOD. Furthermore, Private Light Providers shall also have the right to use all paved roadways for ingress and egress to and from any street lights and any related equipment or facilities located within COVE AT SOUTHWOOD.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of use and enjoyment to the Common Areas to the Lessees of such Owner's Home, subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason,

then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses, and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to the Declarant herein, have the right to grant, modify, amend, and terminate permits, licenses and easements over, upon, across, under and through COVE AT SOUTHWOOD (including Lots, Parcels, and/or Homes) for telecommunications systems, utilities, roads, and other purposes reasonably necessary or useful as it determines, in its sole discretion; provided, however, for so long as EHC is the record title owner of any Lot, EHC's prior written consent shall be required in order for the Declarant and/or the Association to terminate or otherwise materially modify any permits, licenses, or easements affecting any such Lots. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across COVE AT SOUTHWOOD (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, Retaining Walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, deadman anchors, and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, their designees, SJRWMD, the County, the City, and/or any governmental agency having jurisdiction over COVE AT SOUTHWOOD over, across and upon COVE AT SOUTHWOOD for drainage, irrigation, and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) any improvements installed by the Declarant or a Builder (ii) landscaping of the SMS, (iii) as required by the County, the City, or the Permit, and/or (iv) any improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists over, across and upon COVE AT SOUTHWOOD for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of COVE AT SOUTHWOOD and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through COVE AT SOUTHWOOD and/or water management areas and facilities or otherwise interfere with any drainage, irrigation, and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Utility Easement. Certain Lots contain certain underground or under-slab utilities, including, without limitation, electric, water, sewer, cable, or other utilities ("**Utilities**") that serve other Lots. An easement (the "**Utility Easement**") is hereby granted under, through, and over the areas of each Lot upon which Utilities are actually located (the "**Utility Easement Area**"), as may be required from time to time in order to install, maintain, inspect, alter, repair, replace, or remove (collectively, "**Maintain**") the pipes, wires, ducts, vents, cables, conduits, apparatus, and other facilities for such Utilities. The Utility Easement shall be in favor of (i) the other Owners whose Lots are served by such Utilities (each, a "**Benefitted Owner**"), (ii) the entities providing such Utilities (each, a "**Provider**"), and (iii) the Declarant, Builders, and the Association. The easement rights granted hereunder shall exist so long as the easement does not materially and adversely affect the Owner's use and enjoyment of their Home as a residence. The Owners of the Lots encumbered by the Utility Easement shall be reimbursed for any material physical damage to their Home or Lot as a result of use of this easement by the Benefitted Owner(s), the Provider(s), the Declarant, Builders, or the Association. Notwithstanding any other provision hereof to the contrary, the Utility Easement Area shall be limited to the area upon which Utilities are actually located. An Owner shall do nothing within or outside their Home or Lot that interferes with or impairs, or may interfere with or impair,

the provision of such Utilities or the use of the Utility Easement for the foregoing purposes. The Benefitted Owner(s), Provider(s), Builders, the Declarant, the Association, and/or their respective agents shall have a right of access to each Lot to Maintain the Utilities and to remove any improvements interfering with or impairing such Utilities. Such right of access, except in the event of an emergency, shall only be exercised in a manner which causes the least disturbance to the improvements located upon the Lot encumbered by the Utility Easement and shall not unreasonably interfere with the Owner's use of the Home as a residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice to the respective Owner.

15.11 Bulk Services. The Association and/or the Declarant has entered into, or will enter into, and may modify and/or enter into in the future, one or more agreements with one or more companies, including FisionX, LLC, a Delaware limited liability company ("**FisionX**"), which is an affiliate of the Declarant, for the installation of communications facilities (the "**Communications Facilities**") and the provision of Telecommunications Services. The Telecommunications Services may include, among other things, internet, video, and telephone services, as well as other communications technologies. Such Telecommunications Services may be delivered by one or more Telecommunications Providers to Owners on a bulk basis, whereby the Telecommunications Services are delivered to Homes (the "**Bulk Services**"), the Telecommunications Provider bills the Association for the Bulk Services, and the Association assesses such fees for the Bulk Services to Owners which fee shall be part of the Operating Expenses or otherwise assessed by the Association in accordance with the Declaration. The terms of any Bulk Services arrangement may be set forth in any Communications Services Installation and Services Agreement or any other agreement(s) for such services entered into or to be entered into between the Association and applicable Telecommunications Provider. To the extent Bulk Services are delivered to Homes, each Owner acknowledges they must agree to the Telecommunications Provider's services subscriber agreement terms and acceptable use policy with the Telecommunications Provider to receive the Bulk Services and, except as provided by applicable law, the failure of an Owner to agree to the Telecommunications Provider's services, a subscription agreement, and acceptable use policy with the Telecommunications Provider will not relieve the Owner from the obligation to pay the Bulk Services fee and any related Assessments attributable to such Owner's Lot. For any Telecommunications Services not delivered on a bulk basis, each Owner must individually subscribe with the applicable Telecommunications Provider for any such Telecommunications Services that the Owner desires for such Telecommunications Provider to deliver to such Owner's Home. Each Owner, by acceptance of a deed to a Lot, agrees to be bound by all such easements or agreements for the installation of Communications Facilities and provision of Telecommunications Services (including Bulk Services, if and as applicable), along with any amendments, renewals, and replacements thereof.

15.12 Communications Services Easement. In order to enable the Declarant and/or its affiliates to install and provide, or allow third-party communications providers to install and provide, Telecommunications Services, the Declarant has granted (or may in the future grant) to FisionX and/or other Telecommunications Providers and/or their successors and assigns, certain easements and access rights that allow for the installation of Communications Facilities and, if warranted, the delivery of Telecommunications Services over those Communications Facilities. The easement and access rights encumber certain Common Areas and/or other areas within COVE AT SOUTHWOOD, including without limitation, within Lots. The easement and access rights are set forth in, and shall be subject to the terms, conditions, and restrictions of any grant of easement pertaining to FisionX and/or the Telecommunications Services recorded or to be recorded in the Public Records, as may be modified or supplemented from time to time.

15.13 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of COVE AT SOUTHWOOD, including all Lots, for the purposes of: (i) constructing, maintaining, replacing, and operating all Common Areas; (ii) performing any obligation the Association is obligated or entitled to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.14 Right of Entry. The Declarant, each Builder, and the Association are granted a perpetual and irrevocable easement over, under, and across all of COVE AT SOUTHWOOD for the purposes herein

expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant, for itself and on behalf of Builders and the Association, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant or a Builder may construct, maintain, repair, alter, replace, and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of COVE AT SOUTHWOOD if the Declarant or such Builder is required to do so in order to obtain the release of any bond posted with any governmental agency.

15.14.1 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Party Walls and Party Roofs.

16.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls and Party Roofs that are built as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall or Party Roofs, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protrusion, Party Roofs, or Party Wall. The foregoing shall be perpetual in duration and shall also apply to any replacements of any Party Walls or Party Roofs.

16.2 Painting of Party Walls. Each Owner shall be responsible for painting the portion of any Party Wall that faces their Home.

16.3 Sharing of Repair, Replacement and Maintenance.

16.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

16.3.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay their pro rata share of costs of repair, maintenance, or replacement of a Party Wall or roof trusses or other structural components of a Party Roof (whether or not through their own fault or the failure of their insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall or Party Roof and suit thereon shall be commenced one (1) year from date such lien is filed.

16.3.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions, or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall. Subject to applicable building codes and each Owner's rights to under Section 163.04, Florida Statutes (2025), the Owner of a Home sharing a Party Roof with an adjoining Home shall not make any alterations, additions, or structural changes in the Party Roof without the joint agreement of all of the Owners sharing the Party Roof and the written consent of the ACC.

16.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by their negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

16.3.5 Easements. Each Owner sharing a Party Roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Roof. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to such Owner's Lot, as applicable, as a result of such exercise by the Owner(s) making use of such easement(s).

16.4 Solar Panels or Satellite Equipment. With respect to any Party Roof upon which Solar Panels or Satellite Equipment are installed, the terms of Section 12.34 shall govern in the event of a conflict.

17. Assessments.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "**Assessments**"). As Vacant Lots (as defined herein) and Spec Lots (as defined herein) may not receive certain services and/or are in a different state of development as other Lots, all Lots will not be assessed uniformly. Notwithstanding anything to the contrary in the Declaration, as long as the Option Agreement is in effect, all Assessments levied against Lots owned by EHC which remain subject to the Option Agreement shall be the responsibility of and payable by Lennar.

17.2 Purpose of Assessments. The Assessments shall be used for, among other things, the purpose of operating and maintaining the Association and COVE AT SOUTHWOOD. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Installment Assessments. Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("**Installment Assessments**");

17.2.2 Special Assessments. Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("**Special Assessments**"). Notwithstanding any other provision to the contrary, in no event shall Special Assessments be levied upon Vacant Lots or Spec Lots;

17.2.3 Use Fees. Any specific fees, dues, or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**"). The Association may (but shall not be required to) establish Use Fees for the use of Charging Stations. Notwithstanding any other provision to the contrary, neither the Declarant nor Builders shall be responsible for Use Fees;

17.2.4 Reserves. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Reserves may be created by the approval of a majority of the total

Voting Interest of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interests, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas or any other improvements maintained, repaired, and/or replaced by the Association (the "**Reserves**"). Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes (2025), and be payable in such manner and at such times as determined by the Association. Notwithstanding any other provision to the contrary, in no event shall Reserves be levied upon Vacant Lots or Spec Lots; and

17.2.5 Individual Assessments. Any specific assessment for costs incurred by the Association, or charges, fees or fines levied against a specific Lot or Lots, or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration, and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Notwithstanding any other provision to the contrary, in no event shall Individual Assessments be levied upon the Declarant, EHC, or Lennar (in the event Lennar is no longer the Declarant).

17.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to Turnover, any such designation must be approved by the Declarant and Lennar (in the event Lennar is no longer the Declarant), for so long as Lennar owns a Lot. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner (other than a Builder) shall pay Operating Expenses, Special Assessments and Reserves (as applicable) based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots conveyed to Owners other than Builders, or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners other than Builders. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant or a Builder (a "**Spec Lot**") shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners other than Builders. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant or any Builder to an Owner other than a Builder, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein. Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for

any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves (if any), support costs, and start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

17.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners or the Declarant of any sums due.

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees, and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Lots owned by the Declarant at the applicable rate of Installment Assessments established for Lots, including Vacant Lots and Spec Lots. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments, (ii) pay Special Assessments, Individual Assessments, Use Fees, or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the funding of budgeted Reserves, if applicable. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and

waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots owned by the Declarant, including Vacant Lots and Spec Lots. Upon transfer of title of a Home owned by the Declarant to an Owner other than a Builder, the Home shall be assessed in the amount established for Homes owned by Owners other than Builders, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2025). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2025), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. Annual budgets shall be prepared and adopted by the Board. Assessments shall be payable as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments. Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2025). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on a monthly basis.

17.10.2 Special Assessments. Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of the Declarant.

17.10.3 Use Fees. The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. After construction of a Home on a Lot, the first purchaser of each Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of One Thousand and No/100 Dollars (\$1,000.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to COVE AT SOUTHWOOD, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves (if any), support costs, and start-up costs. Notwithstanding anything contained herein to the contrary, no Initial Contribution shall be due upon any conveyance between the Declarant and a Builder or between Builders.

17.12 Resale Contribution. After a Home has been conveyed to the first purchaser by the Declarant or a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in such Home by an Owner a resale contribution in the amount of One Thousand and No/100 Dollars (\$1,000.00) (the "Resale Contribution") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant or a Builder. The funds derived from

the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to COVE AT SOUTHWOOD, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves (if any), support costs, and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, no Resale Contribution shall be due upon any conveyance between the Declarant and a Builder or between Builders. Lenders and their assignees shall not be obligated to pay any Resale Contribution to the Association.

17.13 Assessment Estoppel Certificates. No Owner (other than EHC or Lennar, in the event Lennar is not the Declarant) shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received from the Association by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of receipt of a written request therefor from an Owner, there shall be furnished to such Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot, which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessionals' fees and costs at all levels of proceedings including appeals, collections, and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded in the Public Records. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2025). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall

give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

17.17 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with simple interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessionals' fees, at all levels of proceedings, including appeals, collection, and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees and paraprofessionals' fees, then to the delinquent Assessment payment first due, and then to any current Assessments. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, the Declarant and the Association shall not be responsible for any Assessments, except as the record title owner of a Lot, if applicable. In addition, the Board shall have the right to exempt any portion of COVE AT SOUTHWOOD from Assessments, provided that such part of COVE AT SOUTHWOOD exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or

17.19.2 Any of COVE AT SOUTHWOOD exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant; Advances from Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees, paraprofessionals' fees and costs at all levels including appeals, collections, and bankruptcy. Such remedies shall be deemed assigned to the Declarant for such purposes. Further, at any time the Declarant may, but is not required to, advance monies to the Association for operations. In the event such advances are made, they will be considered a loan from the Declarant, and such advanced sums shall bear interest and the Association will be obligated to repay such advance as hereinafter set forth. If the Declarant advances any sums to the Association, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus

any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessionals' fees and costs at all levels including appeals, collections, and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. The Association, the Declarant and any Lender shall have the right, but not the obligation, except Lennar's obligation to pay EHC's Assessments and other charges (pursuant to the Option Agreement) while the Option Agreement is in effect, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request to the Association in writing that the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to the Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including, without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders and Owners.

18.1 Availability. There shall be available to Owners and Lenders for inspection upon request, during normal business hours or under other reasonable circumstances, current copies of the Governing Documents.

18.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent the Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

18.4 Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

19. Architectural Control.

19.1 Architectural Control Committee. Once established, the ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to COVE AT SOUTHWOOD. The ACC shall consist of a minimum of two (2) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. The Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any such members within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as the Declarant with respect to the ACC.

19.2 Membership. There is no requirement that any member of the ACC be a member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of COVE AT SOUTHWOOD. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within COVE AT SOUTHWOOD by Owners, except as otherwise provided herein. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for design, construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. The Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, THE DECLARANT AND/OR A BUILDER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING COVE AT SOUTHWOOD. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW COVE AT SOUTHWOOD WILL APPEAR UPON COMPLETION AND THE DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS THE DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Community Standards. Except as otherwise provided herein, each Owner and its Contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be adopted by the Declarant or the Board. Prior to the Turnover Date, the Declarant or the Board shall have the right to adopt Community Standards. After the Turnover Date, the Board shall have the right to adopt Community Standards; provided, however, until the Community Completion Date the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion. Any amendment to the Community Standards requires the prior written approval of EHC and/or Lennar (as applicable) so long as EHC and/or Lennar owns any Lot or other portion of COVE AT SOUTHWOOD. The Community Standards, as amended from time to time, (i) shall be effective from the date of adoption by either the Declarant or the Board, as applicable; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in

this Declaration, then the provisions of the Community Standards shall control. The Community Standards shall not require any Owner to alter the improvements approved by the ACC and previously constructed.

19.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

19.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, trees, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by the Declarant or a Builder (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC. Notwithstanding the foregoing or anything to the contrary contained in this Declaration, submittal to, and review and approval from, the ACC shall not be required for (a) any changes, replacements, alterations, or improvements to the interior of a Home that are not visible from the frontage of the Lot, an adjacent Lot, or any adjacent Common Area; or (b) any plans and specifications for a central air-conditioning, refrigeration, heating, or ventilating system if such system is (i) not visible from the Lot's frontage, an adjacent Lot, or any portion of the Common Area, and (ii) substantially similar to a system that is approved or recommended by the Association or the ACC.

19.8 Procedure. In order to obtain the approval of the ACC, each applicant submitting plans for approval shall observe the following:

19.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the Community Standards, the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5 In the event that the ACC disapproves any plans and specifications, the ACC must provide written notice to the applicable Owner stating with specificity the rule or covenant on which the ACC relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant. Upon any such disapproval by the ACC, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide the applicant such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors, and assigns.

19.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

19.10 Variances. The Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

19.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained (if and as applicable):

19.12.1 Each applicant shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the applicant. Each construction site in COVE AT SOUTHWOOD shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in COVE AT SOUTHWOOD shall be kept clear of construction vehicles, construction materials and debris at all times. Except for construction trailers and offices used by the Declarant or Lennar (in the event Lennar is no longer the Declarant), or their assigns or designees, no construction office or trailer shall be kept in COVE AT SOUTHWOOD and no construction materials shall be stored in COVE AT SOUTHWOOD, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes,

regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an applicant (or any of its respective contractors) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such applicant post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided by the applicant to the ACC, if requested by the ACC, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers engaged or employed by or on behalf of an Owner (collectively, "**Contractors**") and changes to the list as they occur relating to construction. The ACC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

19.12.3 Each applicant is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in COVE AT SOUTHWOOD.

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors, and their respective employees within COVE AT SOUTHWOOD, except as otherwise provided herein. Each Owner shall comply with such standards and cause its respective employees to also comply with same, except as otherwise provided herein. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within COVE AT SOUTHWOOD and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of COVE AT SOUTHWOOD at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the applicant shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable applicant shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessionals' fees at all levels including appeals, collections, and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessionals' fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate. In the event that any applicant fails to comply with the provisions contained herein, the Community Standards, or other guidelines or standards promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-

Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested in writing by an applicant, the ACC shall provide a Certificate of Compliance, certifying whether the applicant has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, Lennar, EHC, or their respective contractors, agents, nominees, and/or assigns, including, without limitation, improvements made or to be made to the Common Areas or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association. Further notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by a Builder or its contractors, agents, and assigns, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association; provided, however, all improvements of any nature whatsoever made or to be made by a Builder (other than Lennar or EHC), or their agents, assigns, or contractors, shall be subject to review and approval by the Declarant. Upon approval of such Builder's plans by the Declarant, such approval may not be revoked or modified by the Board or the ACC notwithstanding Turnover.

19.19 Exculpation. The Declarant, Builders (including, without limitation, EHC), the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, Builders (including, without limitation, EHC), the Association, the ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, Builders (including, without limitation, EHC), the Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, Builders (including, without limitation, EHC), the Association, or the ACC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold the Declarant, Builders, and the ACC, and each of their respective members, officers, directors, shareholders and any related persons or legal entities and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessionals' fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, the ACC or their members, officers and directors. The Declarant, Builders (including, without limitation, EHC), the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

19.20 Additional Requirements for Irrigation Systems on a Lot. Owners shall be obligated to obtain prior written approval of the Association and the ACC before taking any action that may affect the loop irrigation system. If any Owner makes (or causes to be made) any alterations or improvements to their Lot that in any way affects the loop irrigation system, such Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Lot. Notwithstanding anything contained in the Governing Documents to the contrary, once the main line is "capped off," such Owner shall then be responsible for their own irrigation system for the Lot. Any damages to the Lot or damage to any other Home(s) connected to the loop irrigation system resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such non-complying Owner. Prior to the ACC

approving the installation of any patio, screened enclosure, or other improvement on a Lot ("Improvement"), any portion of the irrigation system that will be affected by such Improvement shall be re-routed, if necessary, by a professional irrigation company at such Owner's sole cost and expense. In order for the ACC to approve the installation of a proposed Improvement, a letter or other acceptable evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation setting forth that the drainage system within COVE AT SOUTHWOOD will not be affected by the re-routing of the irrigation system required as a result of such Improvement. If an Owner installs the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then the Association may conduct the necessary inspection, repair any necessary drainage facilities, and charge the work as an Individual Assessment to such Owner.

20. Enforcement. The following provisions shall be subject to any limitations in Section 720.305, Florida Statutes (2025), as applicable.

20.1 Right to Cure. Should any Permitted User do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede the Declarant, any Builder, or the Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to any Lot, Home, or the Common Areas; or

20.1.5 Impede the Declarant or any Builder from proceeding with the construction of Homes or completing the development of COVE AT SOUTHWOOD; then the Declarant, any affected Builder, and/or the Association, where applicable, after reasonable prior written notice, shall have the right, but not the obligation, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof incurred, plus reasonable overhead costs and attorneys' fees and paraprofessionals' fees at all levels including appeals, collections, and bankruptcy, shall be (i) assessed against the applicable Owner as an Individual Assessment if such costs are incurred by the Association, or (ii) promptly paid by the applicable Owner to the Declarant or Builder, as applicable, immediately upon such Owner's receipt of an invoice of same, if such costs are incurred by the Declarant or a Builder, subject to any limitations in Section 720.305, Florida Statutes (2025).

20.2 Non-Monetary Defaults. In the event of a violation by any Permitted User, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Association shall notify (i) the applicable Owner who committed such violation, or (ii) the applicable Owner through or under which such Permitted User(s) is (are) accessing or utilizing COVE AT SOUTHWOOD of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner or Permitted User, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.2.2 Commence an action to recover damages; and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action, including reasonable attorneys' fees and paraprofessionals' fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner as an Individual Assessment, and shall be immediately due and payable without further notice, subject to any limitations in Section 720.305, Florida Statutes (2025).

20.3 No Waiver. The election not to enforce any right, provision, covenant, or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant, or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, Lennar, Builders, the Association, and/or the ACC pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the Declarant and/or, where applicable, Owners, Builders, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association, nor the Declarant, nor any Builder (including, without limitation, EHC) has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. To the extent permitted under Florida law, the Association shall be prohibited from making claims on behalf of the members or intervening in an individual action by a member(s). Class A members shall not institute claims regarding Common Areas and/or other matters of common interest where the Association has already brought such a claim. The expense of any litigation to enforce this Declaration or the Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SJRWMD and the Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation, and repair of SMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time and in accordance with Section 720.305, Florida Statutes (2025), the rights of a Permitted User to use the Common Areas (except vehicular and pedestrian ingress and egress and necessary utilities) for failure of the Permitted User to comply with any provision of the Governing Documents including, without limitation, those provisions benefiting SJRWMD. In addition, the Board may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2025), against a Permitted User for failure to comply with any provision of the Governing Documents, including, without limitation, those provisions benefiting SJRWMD.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without delivery of a written notice of at least fourteen (14) days to the person sought to be fined or suspended and a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. The role of the Violations Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed.

The written notice of violation shall be in writing delivered to the Permitted User in accordance with Section 720.305, Florida Statutes (2025), and shall include (i) a description of the infraction(s) or violation(s), (ii) the specific action required to cure such infraction(s) or violation(s) (if any and as applicable), (iii) the date and location of the hearing, and (iv) access information if such hearing will be held by telephone or other electronic means. The hearing of the Violations Committee must be held within ninety (90) days after issuance of the notice of violation. If the Association imposes a fine or suspension, the Board must provide written notice of such fine or suspension to the Owner and, if applicable, the applicable Permitted User, by mail (including electronic mail) or hand delivery to the Owner's designated mailing or e-mail address in the Official Records (as defined in the Bylaws). The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time and in accordance with Section 720.305, Florida Statutes (2025). The Permitted User (or Owner on behalf of a Permitted User) shall have a right to be represented by counsel and to cross-examine witnesses. The Permitted User (or Owner on behalf of a Permitted User) has the right to attend a hearing by telephone or other electronic means. A written decision of the Violations Committee shall be submitted to the Permitted User by not later than seven (7) days after the hearing, which notice shall include the Violations Committee's findings related to the violation, including any applicable fines or suspensions that the Violations Committee approved or rejected, and how the Permitted User may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid.

20.6.4 The Violations Committee may approve (by a majority vote) a fine imposed by the Board against the Permitted User in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine a Permitted User. In the event a violation has not been cured prior to the applicable hearing or as authorized pursuant to Section 720.305(2), Florida Statutes (2025), any fines imposed for such violation shall be paid not later than thirty (30) days after receipt of notice of the imposition of the fine(s). All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

20.7 Abatement; Right of Entry. In addition to (and without any limitation of) the foregoing rights and remedies and any other rights and remedies available at law or in equity, whenever any Lot or portion thereof or improvement thereon is in violation of this Declaration, including without limitation, in the event any improvement which is constructed by or on behalf of an Owner in violation of the Community Standards or other Governing Documents, or in the event any portion of a Lot and/or Home has fallen into disrepair and/or has not been maintained as required by the Governing Documents, then in such event, the Association and its agents shall have the right (but not the obligation), to enter upon the Lot where such violation, damage, or destruction exists and summarily abate, remove, or correct the same at the expense of the Owner of such Lot. Any such entry, abatement, removal, restoration, or construction work by the Association shall not be deemed a trespass. Except in the event of an emergency as determined by the Board in its reasonable discretion (which shall not require prior notice), entry by the Association to conduct any such abatement, removal, restoration, or construction may be made upon three (3) days' prior notice to the respective Owner. All amounts expended by the Association, together with interest thereon at the rate of eighteen percent (18%) per annum, and all costs and reasonable attorneys' and paraprofessionals' fees incurred by the Association, shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth herein.

21. Additional Rights of Declarant and Builders.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of COVE AT SOUTHWOOD and sales and re-sales of Lots, Homes, and/or other properties owned by the Declarant or others outside of COVE AT SOUTHWOOD. This right shall include, but not be limited to, the right to maintain models, sales, and/or administrative offices and parking associated therewith, have signs on any portion of COVE AT SOUTHWOOD, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. The sales offices, models, signs, and all items pertaining to development and sales remain the property of the Declarant. The Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date. To the extent Lennar is no longer the Declarant under this Declaration, and so long as Lennar owns any property within COVE AT SOUTHWOOD, Lennar shall have all rights, easements, authorizations, and privileges granted to the Declarant in this Section, which rights may be exercised equally by Lennar on the same basis as the Declarant.

21.2 Modification. The development and marketing of COVE AT SOUTHWOOD will continue as deemed appropriate in the Declarant's sole discretion, and nothing in the Governing Documents, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of COVE AT SOUTHWOOD to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, designees, or assignees may deem necessary or appropriate. The Declarant 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 on the Plat or described herein, (ii) to plat or replat all or any part of COVE AT SOUTHWOOD or reconfigure any Lot, and (iii) to widen, extend or relocate any right of way shown on any Plat or convert a Lot to use as a right of way, provided the Declarant owns the lands affected by or subject to such change, or if the Declarant does not own such lands, with the prior written consent of the record title owner of such land (including EHC, if applicable) affected by or subject to such change. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Any modification of the development plans for COVE AT SOUTHWOOD, including, without limitation, amendments to the Master Plan, modification of the boundary lines of the Common Areas, granting easements, dedications, agreements, licenses, restrictions, reservations, covenants, and/or rights-of-way, shall require Lennar's prior written consent, which may be withheld for any reason.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant and its assigns shall have the right, at any time or location within COVE AT SOUTHWOOD, as determined by the Declarant in its sole discretion, to hold marketing, special, and/or promotional events within COVE AT SOUTHWOOD without any charge for use. Prior to the Community Completion Date, Builders (other than Lennar, in the event Lennar is no longer the Declarant) shall be required to obtain the express written permission of the Declarant to hold marketing, special and/or promotional events within COVE AT SOUTHWOOD and/or on the Common Areas. The Declarant and its agents, affiliates, or assignees shall have the right to market COVE AT SOUTHWOOD in advertisements and other media by making reference to COVE AT SOUTHWOOD, including, but not limited to, pictures or drawings of COVE AT SOUTHWOOD, Common Areas, Lots, Parcels, and Homes. All logos, trademarks, and designs used in connection with COVE AT SOUTHWOOD are the property of the Declarant. To the extent Lennar is no longer the Declarant under this Declaration, and so long as Lennar owns any property within COVE AT SOUTHWOOD, Lennar shall have all rights, easements, authorizations, and privileges granted to Declarant in this Section.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and Lennar (if Lennar is no longer the Declarant) shall have the right, without charge, to use the Common

Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by the Declarant or Lennar outside of COVE AT SOUTHWOOD.

21.5 Franchises. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Declarant may manage the Common Areas by contract with the Association. The Declarant and/or the Association may contract with a third party ("Manager") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across COVE AT SOUTHWOOD so long as any said easements do not materially and adversely interfere with the intended use of Lots or Homes previously conveyed to Owners; provided, however, for so long as EHC is the record title owner of any Lot, EHC's prior written consent shall be required in order for the Declarant to grant easements, permits, and/or licenses affecting any such Lots. By way of example, and not of limitation, the Declarant and/or the Association may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant and the Association, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. To the extent Lennar owns any Lot but is not the Declarant hereunder, Lennar's prior written consent shall be required for any grant of easement, permit, or license which adversely impacts any such Lot owned by Lennar. The Association and Owners will, without charge, if requested by the Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of the Declarant and EHC, so long as EHC owns any Lot or other portion of COVE AT SOUTHWOOD which may be granted or denied in its sole discretion.

21.8 No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

21.9 Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the other Governing Documents and to recover all costs relating thereto,

including attorneys' fees and paraprofessionals' fees at all levels of proceeding, including appeals, collections, and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.10 Additional Development. If the Declarant withdraws portions of COVE AT SOUTHWOOD from the operation of this Declaration, the Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant and EHC shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the improvements and/or facilities which were originally planned to be included in such areas. If so designated by the Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.

21.11 Representations. The Declarant and Builders make no representations concerning development both within and outside the boundaries of COVE AT SOUTHWOOD including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements within COVE AT SOUTHWOOD or adjacent to or near COVE AT SOUTHWOOD, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, use, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered. The Declarant makes no representations whatsoever concerning rentals or occupancy of Homes, and the Declarant and its affiliates may sell Homes to investors or to buyers who may not occupy their Homes as their primary residence.

21.12 Limitation of Rights as Declarant. Notwithstanding any other provision contained in this Declaration, as long as Lennar is the Declarant, Lennar shall not, without the prior written consent of EHC, have the right to exercise any of the "Declarant" rights under this Declaration in any manner which will have a material or adverse impact on any property within COVE AT SOUTHWOOD owned by EHC.

21.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, BUILDERS, EHC, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT, OR PERMITTED USER OF ANY PORTION OF COVE AT SOUTHWOOD INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR OTHER PERMITTED USERS, OR FOR ANY PROPERTY OF ANY SUCH PARTY WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

21.13.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR DUVAL COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

21.13.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE 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; AND

21.13.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF COVE AT SOUTHWOOD (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION 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 SECTION OR OTHERWISE. AS USED IN THIS SECTION, THE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS).

21.14 Resolution of Disputes; Waiver of Jury Trial. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, UNLESS OTHERWISE REQUIRED TO SUBMIT A DISPUTE (AS DEFINED HEREIN) TO MEDIATION AND/OR BINDING ARBITRATION PURSUANT TO SECTION 26 HEREIN, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. **THE DECLARANT, BUILDERS, THE ASSOCIATION, AND EACH OWNER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN SUCH INSTANCE.** THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A LOT.

WITHOUT LIMITATION OF THE FOREGOING, IF A COURT OF COMPETENT JURISDICTION JUDICIALLY DETERMINES THAT SECTION 26 IS UNENFORCEABLE WITH RESPECT TO A DISPUTE OTHERWISE REQUIRED TO BE SUBMITTED TO MEDIATION AND/OR BINDING ARBITRATION PURSUANT TO SECTION 26 HEREIN, SUCH DISPUTE SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. **THE DECLARANT (ON BEHALF OF ITSELF AND ITS AFFILIATES), BUILDERS, THE ASSOCIATION AND EACH OWNER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN SUCH INSTANCE.** THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A LOT.

21.15 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A LOT, EACH LOT IS LOCATED IN DUVAL COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN DUVAL COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN DUVAL COUNTY, FLORIDA.

21.16 Reliance. BEFORE ACCEPTING A DEED TO A LOT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THEY HAVE SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION

NOT TO SEEK SUCH AN OPINION. THE DECLARANT AND EACH BUILDER ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS DECLARATION IS VALID, FAIR, AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT AND EACH BUILDER (INCLUDING EHC); ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT AND EHC TO SUBJECT COVE AT SOUTHWOOD TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, EHC, BUILDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, BUILDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.17 Duration of Rights. The rights of the Declarant and Builders (as applicable), set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant or such Builder (as applicable) in an instrument referencing this Declaration recorded in the Public Records.

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of COVE AT SOUTHWOOD, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5 of this Declaration, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of COVE AT SOUTHWOOD without the Declarant's and EHC's prior review and prior written consent. Evidence of the Declarant's and EHC's prior written consent, as applicable, shall be obtained in the form of a joinder executed by the Declarant and EHC, as applicable. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and EHC, as applicable, and recorded in the Public Records. This Section shall not apply to Lennar.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in COVE AT SOUTHWOOD shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. Notwithstanding anything contained herein to the contrary, this Section shall not apply to Builders (if any and as applicable).

21.20 Use Name of "COVE AT SOUTHWOOD." No person or entity shall use the name "COVE AT SOUTHWOOD," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of the COVE AT SOUTHWOOD name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "COVE AT SOUTHWOOD" in printed or promotional material where such term is used solely to specify that particular

property is located within COVE AT SOUTHWOOD. Notwithstanding anything contained herein to the contrary, this Section shall not apply to Builders (if any and as applicable).

21.21 Density Transfers. If the record title owner of a Parcel develops the Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by such party (with respect to that Parcel) shall inure to the benefit of the Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by the Declarant or Lennar (if Lennar is no longer the Declarant at such time) to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant or Lennar (as applicable) in the event such refund is received by the Association.

23. Assignment of Powers. All or any part of the rights, exemptions, authorizations, easements, powers, and reservations of the Declarant, herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed, acknowledged, and, at the Declarant's option, recorded in the Public Records. Notwithstanding the forgoing, so long as the Option Agreement remains in effect, any assignment of the Declarant's rights under this Declaration shall require the prior written consent of EHC.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect. Further, without limiting the generality of the foregoing, if any part of the Declaration is not enforceable in accordance with its terms or would render other parts of the Declaration unenforceable, the unenforceable part shall be judicially modified (or shall be deemed modified), if at all possible, to come as close as possible to the expressed intent of such part without jeopardizing other parts of the Declaration, and then is to be enforced as so modified. If the unenforceable part cannot be so modified, such part shall be unenforceable and considered null and void in order that the paramount goal (that the Declaration is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved. Notwithstanding anything contained herein to the contrary, in the event certain remedies for collection of Assessments or any other charges owed to the Association may be deemed unenforceable from time-to-time now or in the future, under no circumstances shall the Association's substantive right to receive payment of such Assessments or charges (or any portion thereof) be rendered unenforceable, invalid or inappropriate, and Association shall retain the right to receive such payments and enforce collection of same through all remedies available at law or in equity which are not otherwise declared unenforceable.

24.3 Execution of Documents. The Declarant's plan of development for COVE AT SOUTHWOOD, including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of COVE AT SOUTHWOOD, to execute or otherwise

join in any petition and/or other documents required in connection with the creation of any special taxing district relating to COVE AT SOUTHWOOD or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event the Association believes that the Declarant has failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law or the Common Areas are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.12 below.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS, AND PERMITTED USERS ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, BUILDERS, AND/OR THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION, AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO COVE AT SOUTHWOOD WHICH MAY CAUSE NOISE, DUST, OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE, OR OTHER INTEREST, AND BY USING ANY PORTION OF COVE AT SOUTHWOOD, EACH SUCH OWNER, OCCUPANT, AND PERMITTED USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES, AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO COVE AT SOUTHWOOD WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, EHC, BUILDERS, AND THE OTHER AFORESAID PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES, OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF COVE AT SOUTHWOOD HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "**Title Documents**"). The Declarant's plan of development for COVE AT SOUTHWOOD may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE

DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Turnover Date, the Association shall assume all of the obligations of the Declarant under the Title Documents unless otherwise provided by the Declarant by amendment to this Declaration recorded by the Declarant in the Public Records, from time to time, and in the sole and absolute discretion of the Declarant.

24.9 Right to Contract for Telecommunications Services. The Declarant and/or the Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of COVE AT SOUTHWOOD. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

24.10 Enforcement of Governing Documents. Enforcement of the Governing Documents, including, without limitation, this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by the Governing Documents, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

24.11 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

24.12 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make the Common Areas available to persons or legal entities other than the Owners. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Assessments pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration. Prior to the Turnover Date, the Declarant shall have the right to determine from time to time, and at any time, in the Declarant's sole and absolute discretion, the manner

in which the Common Areas will be made available to persons or legal entities other than the Owners and the fees and charges that may be charged for such use. In addition, prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right to enter into agreements for maintenance, lease, use, license, or easements with any other homeowners association, property owners association, governmental or quasi-governmental agency or other entity. The Declarant or the Board may enter into such agreement on behalf of the Association without the prior written consent or joinder of any other party; provided, however, prior to the Turnover Date, all such agreements entered into by the Association require the prior written consent of the Declarant. Such agreements may obligate the Association to maintain certain real property or improvements not owned by the Declarant or the Association, or such agreements may obligate the Association to pay a contribution for maintenance costs or use fees for certain real property or improvements not owned by the Declarant or the Association. Any expense incurred by the Association, or payment required to be made by the Association, in connection with any such agreement shall constitute an Operating Expense of the Association.

24.14 Declarant's Disclaimer of Representations. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, THAT ANY PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF COVE AT SOUTHWOOD OR SURROUNDING LAND CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY THE DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE OR PURPOSE, OR THAT SUCH REAL PROPERTY ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT OR WILL BE SUFFICIENT FOR SUCH PURPOSE. While the Declarant has no reason to believe that any of the covenants, restrictions and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarant makes no warranty or representation as to the present or future validity or enforceability of any such covenants, restrictions and other provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold the Declarant harmless therefrom.

24.15 Additional Right of the Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of COVE AT SOUTHWOOD, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2025), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2025). Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to COVE AT SOUTHWOOD or any lands or facilities outside of COVE AT SOUTHWOOD prior to the Turnover Date.

24.16 Right to Contract for Street Light and Other Lighting Services. The Declarant and/or the Association shall have the right, but not the obligation, to enter into one or more contracts with any private provider or third party entity (a "**Private Light Provider**") for the provision of street lighting services or other lighting services, including, but not limited to, solar power street lights or other lighting within all or any part of COVE AT SOUTHWOOD. Prior to the Community Completion Date, all contracts between a Private Light Provider and the Association, if any, shall be subject to the prior written approval of the Declarant. If any such contract is established, any fees for such street light services or other light services payable to the Private Light Provider shall be Operating Expenses.

24.17 Termination of Option Agreement. Notwithstanding any other provision of this Declaration, Lennar and EHC acknowledge that upon recordation of a termination of the Option Agreement, the Option Agreement, for purposes of this Declaration, shall be deemed terminated and shall no longer be in force and have any effect hereunder.

24.18 Enforcement by EHC. So long as the Option Agreement is in effect or EHC owns any Lot or other portion of COVE AT SOUTHWOOD, EHC shall have the right to enforce any of the provisions of the Governing Documents that are intended to be for the benefit of EHC. None of the provisions of this Declaration shall obligate or be construed to obligate the Declarant, Lennar, or EHC, or their respective agents, representatives, or employees, to undertake any affirmative action to enforce the provisions of this Declaration, or any provision hereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

24.19 Approvals by EHC. For any action(s) which EHC's prior written consent is expressly required as set forth herein or in the other Governing Documents, any documents related to such action(s) and recorded without EHC's prior written consent shall be deemed void and of no force and effect unless subsequently approved by written consent signed by EHC.

25. Stormwater Management System.

25.1 General. The Association shall be responsible for maintenance, operation, and repair of the SMS. Maintenance of the SMS means the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by SJRWMD. Any repair or reconstruction of the SMS shall be as permitted, or if modified as approved by the SJRWMD. NOTWITHSTANDING THE FOREGOING, THE DECLARANT, EHC, AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SMS without the prior written consent of SJRWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SMS. To the extent there exists within COVE AT SOUTHWOOD any wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SJRWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SJRWMD in the Permit may be conducted without specific written approval from SJRWMD.

25.1.2 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel, or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No boating, wading, or swimming in any retention/detention areas shall be allowed.

25.1.4 All SMS, excluding those areas (if any) maintained by the County, the City, or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel, or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SMS. The cost of such alterations, improvements, or repairs shall be part of the Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE

CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SJRWMD, the Association and the Declarant, its successors and assigns.

25.1.6 SJRWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SMS.

25.1.7 Any amendment to the Declaration that alters the SMS, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of SJRWMD.

25.1.8 If the Association shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

25.1.9 No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the Permit and/or Plat, unless prior approval is received from the SJRWMD Regulation Department.

25.1.10 Each Owner at the time of the construction of a Home or structure shall comply with the construction plans for the SMS approved and on file with SJRWMD.

25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to SJRWMD.

25.2 Proviso. Any proposed amendment to the Declaration that alters the SMS beyond its original condition, including the mitigation or preservation areas and the water management portions of the Common Areas must have the prior approval of SJRWMD.

25.3 Mitigation Area Monitoring. In the event COVE AT SOUTHWOOD has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SJRWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, the City, SJRWMD or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the

Wetland Conservation Areas to the SJRWMD Surface Water Regulation Manager. NEITHER THE DECLARANT, BUILDERS, EHC, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN COVE AT SOUTHWOOD; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, EHC, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS, EHC, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, BUILDERS, EHC, OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, BUILDERS, EHC, AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND ANY WETLAND CONSERVATION AREAS OR OTHER PORTIONS OF COVE AT SOUTHWOOD.

25.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the Plat(s). Activities prohibited within the conservation areas include, but are not limited to, the following:

25.5.1 No structures or construction of any kind may be erected;

25.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

25.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

25.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

25.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

25.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

25.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

25.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

25.5.9 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and Plat, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from SJRWMD; and

25.5.10 Each Owner at the time of construction of a building, residence, or structure shall comply with the construction plans for the SMS approved and on file with SJRWMD.

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SJRWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

26. Resolution of Disputes.

26.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Owner and the Declarant or a Builder; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives, any Builder, or any Builder's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's children or other occupants of the Lot; or (4) issues of formation, validity or enforceability of this Section 26. Each Owner agrees to the foregoing on behalf of their children and other occupants of the Lot with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose. To the extent allowed by law, by acceptance of a deed to a Lot, each Owner waives all rights to seek and/or recover special, consequential, or punitive damages in connection with any Dispute.

26.2 Any and all mediations commenced by any Owner, the Declarant, or a Builder shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

26.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or includes a demand for punitive damages, the Dispute shall be heard and determined by three (3) arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award

of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

26.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees and agents and any of the Builder's affiliates, directors, officers, employees and agents, shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant or Builder may, at its sole election, include the Declarant's and/or Builder's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

26.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

26.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessionals' fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessionals' fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessionals' fees and expenses incurred in enforcing such settlement or award.

26.7 An Owner may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

26.8 The Declarant and Builders support the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

26.8.1 Notwithstanding the requirements of arbitration stated in this Section 26, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

26.8.2 Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

26.8.3 The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

26.9 Notwithstanding the foregoing, if either the Declarant, a Builder, or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

26.10 THE DECLARANT, EACH BUILDER, AND EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT OR A BUILDER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

26.11 Notwithstanding anything contained herein to the contrary, this Section 26 shall also apply to Builders (if any and as applicable) on the same basis as the Declarant, a Builder shall not be considered an "Owner" for purposes of this Section 26, and Builders are hereby granted and benefitted by the same rights, easements, privileges, benefits, notices and acknowledgements granted to and/or otherwise benefitting the Declarant pursuant to this Section 26.

26.12 Without limitation of the foregoing, with respect to any dispute not required to be submitted to mediation and/or binding arbitration pursuant to this Section 26, or if a court of competent jurisdiction judicially determines that this Section 26 is unenforceable with respect to a dispute otherwise required to be submitted to mediation and/or binding arbitration pursuant to this Section, the Declarant, the Association and each Owner hereby acknowledge, understand, and agree to the following:

26.12.1 SUCH DISPUTE SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY, AND THE DECLARANT, THE ASSOCIATION, AND EACH OWNER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN SUCH INSTANCE; AND

26.12.2 EXCEPT FOR AND EXPRESSLY EXCLUDING ANY CLAIM WHEREBY LENNAR, AS THE DECLARANT, IS BENEFITTED FROM THE INDEMNIFICATIONS SET FORTH IN SECTIONS 9.8, 9.12, 12.34, AND 19.19 AND ALSO EXCLUDING ANY CLAIM BROUGHT BY LENNAR (OR ANY AFFILIATE OF LENNAR) UNDER SECTION 17.20, 20.1, 20.2, 21.9 AND 24.10, WITH RESPECT TO ANY OTHER CLAIM BROUGHT BY LENNAR (OR ANY AFFILIATE OF LENNAR) OR OTHERWISE WHICH LENNAR (OR LENNAR'S AFFILIATE) IS MADE A PARTY, IN ANY SUCH CLAIM OR ACTION INVOLVING LENNAR OR ITS AFFILIATE, EACH PARTY SHALL BE RESPONSIBLE FOR THEIR OWN ATTORNEYS' FEES AND COSTS AND PARAPROFESSIONALS' FEES AND COSTS AT ALL STAGES.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 7th day of January, 2026.

WITNESSES:

"DECLARANT"

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: Justin Clark
Address: 7411 Tuleton St #220
Jacksonville FL 32256

By: [Signature]
Name: Randy Theash
Title: VP

Address: 7411 Tuleton St #220
Jacksonville, FL 32256
[Company Seal]

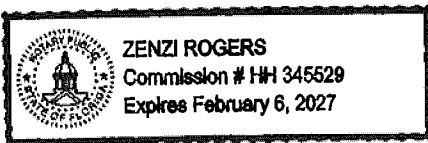
Print Name: Melissa Ames
Address: 7411 Tuleton St #220
Jacksonville FL 32256

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of January, 2026, by Randy Theash as VP of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced [Signature] as identification.

My commission expires:

Zenzi Rogers
NOTARY PUBLIC, State of Florida at Large
Print Name: Zenzi Rogers



JOINDER

TPG AG EHC III (LEN) MULTI STATE 5, LLC, a Delaware limited liability company ("**EHC**"), does hereby join in the COMMUNITY DECLARATION FOR COVE AT SOUTHWOOD (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. EHC agrees this Joinder is for the purpose of evidencing EHC's acceptance of the Declaration and subjecting any land within COVE AT SOUTHWOOD owned by EHC to the terms of the Declaration, which shall be binding upon the undersigned and its successors in title.

4 IN WITNESS WHEREOF, the undersigned, being EHC, has hereunto set its hand and seal this day of February, 2026.

WITNESSES:

J. Labarge
 Print Name: Jeannette Labarge
 Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

Wendy Streckel
 Print Name: Wendy Streckel
 Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

"EHC"

TPG AG EHC III (LEN) MULTI STATE 5, LLC, a Delaware limited liability company

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

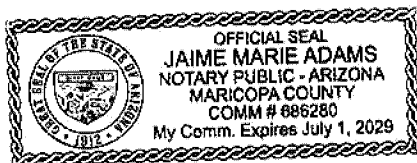
Steven S. Benson
 By: Steven S. Benson
 Name: Steven S. Benson
 Title: Manager

Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

STATE OF ARIZONA)
 COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4 day of February, 2026, by Steven S. Benson, as Manager of ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, an Arizona limited liability company, the Authorized Agent of TPG AG EHC III (LEN) MULTI STATE 5, LLC, a Delaware limited liability company, for and on behalf thereof. He ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: 07-01-2029



Jaime Marie Adams
 NOTARY PUBLIC, State of Arizona at Large
 Print Name: Jaime Marie Adams

COVE AT SOUTHWOOD
 Declaration

JOINDER

COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR COVE AT SOUTHWOOD (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this Jan day of January, 2026.

WITNESSES:

COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: Fern Rier
Address: 7411 Wilberton St #220
Jacksonville FL 32228

Print Name: Melissa Agius
Address: 7411 Wilberton St #220
Jacksonville FL 32228

By: Zenzi Rogers
Name: Zenzi Rogers
Title: President

Address: 7411 Wilberton St #220
Jacksonville, FL 32228
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this Jan day of January, 2026, by Zenzi Rogers as President of COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. She ☒ is personally known to me or ☐ has produced as identification.

My commission expires: 2/6/2029



GINA MELTON
Notary Public
State of Florida
Comm# HH630632
Expires 2/6/2029

NOTARY PUBLIC, State of Florida at Large

Print Name: Gina Melton

EXHIBIT 1**LEGAL DESCRIPTION**

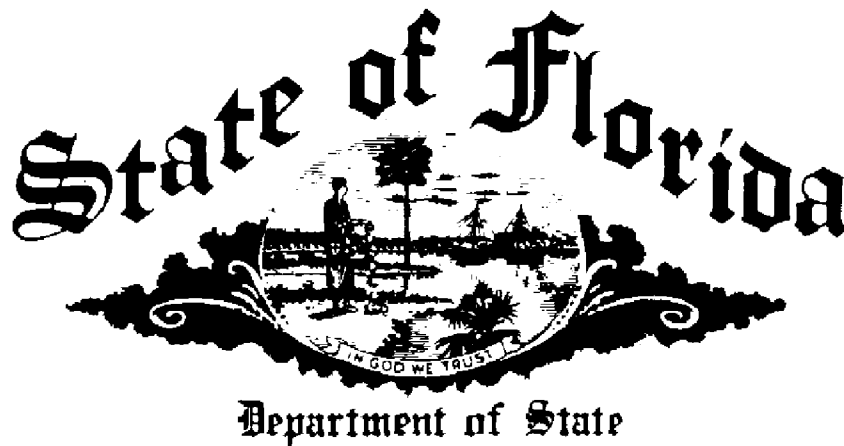
A PARCEL OF LAND, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 5, AND ALSO BEING A PORTION OF THE SOUTH ONE-HALF (1/2) OF GOVERNMENT LOT 1, ALL IN TOWNSHIP 4 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MONUMENTED SOUTHEAST CORNER OF SECTION 5, SAID POINT BEING MONUMENTED WITH A 1 AND 1/2" IRON PIPE, WITH NO IDENTIFICATION, (AND ALSO BEING THE COMMON CORNER OF SECTIONS 4, 5, 8 AND 9, ALL IN TOWNSHIP 4 SOUTH, RANGE 27 EAST), AND RUN THENCE, NORTH 00°05'53" EAST, ALONG THE MONUMENTED COMMON BOUNDARY OF SECTIONS 5 AND SECTION 4, A DISTANCE OF 304.14 FEET, TO A FOUND 3/4" IRON PIPE WITH NO IDENTIFICATION, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF "LIVINGSTON ROAD ~ COUNTY ROAD No. 997, A 60 FOOT PUBLIC ROAD RIGHT-OF-WAY, AS NOW ESTABLISHED AND RECORDED IN DEED BOOK 1178, PAGE 40 OF THE PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; RUN THENCE, NORTH 88°56'30" WEST, ALONG THE AFORESAID MONUMENTED SOUTHERLY RIGHT-OF-WAY LINE OF SAID "LIVINGSTON ROAD ~ COUNTY ROAD No. 997), A DISTANCE OF 567.00 FEET, TO THE MOST NORTHEASTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19058, PAGE 2179 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; RUN THENCE, SOUTH 01°10'05" WEST, ALONG THE MONUMENTED EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19058, PAGE 2179, AND THEN ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19279, PAGE 2402, ALL IN THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, A DISTANCE OF 550.56 FEET, TO THE CENTERLINE OF "HARDY DRIVE", A TWENTY (20) FOOT PRIVATE EASEMENT, AS PER VARIOUS DEEDS; RUN THENCE, SOUTH 89°01'52" EAST, ALONG THE AFORESAID CENTERLINE OF "HARDY DRIVE", A DISTANCE OF 137.11 FEET, TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19355, PAGE 1894 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; RUN THENCE, SOUTH 01°09'10" WEST, ALONG THE MONUMENTED EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19355, PAGE 1894 OF THE CURRENT PUBLIC RECORDS, A DISTANCE OF 217.43 FEET, TO A POINT BEING ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 20710, PAGE 2254 OF THE CURRENT PUBLIC RECORDS, AND BEING A LINE LYING 216.63 FEET NORTHERLY OF, THE MONUMENTED NORTHERLY BOUNDARY OF "WINDRIDGE SUBDIVISION", AS PER THE PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGES 75, 75A AND 75B OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND ALSO BEING THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 4 SOUTH, RANGE 27 EAST; RUN THENCE, NORTH 88°28'49" EAST, PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 4 SOUTH, RANGE 27 EAST, A DISTANCE OF 44.69 FEET, TO A POINT; RUN THENCE, SOUTH 01°13'09" WEST, A DISTANCE OF 216.63 FEET, TO A POINT ON THE MONUMENTED NORTHERLY BOUNDARY OF "WINDRIDGE SUBDIVISION", AS PER THE PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGES 75, 75A AND 75B OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND ALSO BEING THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID POINT BEING MONUMENTED WITH A 3/8" REBAR WITH CAP, LB 6739; RUN THENCE, NORTH 88°28'49" EAST, ALONG THE AFORESAID NORTHERLY BOUNDARY OF "WINDRIDGE SUBDIVISION", AS PER THE PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGES 75, 75A AND 75B OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND ALSO BEING THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 4 SOUTH, RANGE 27 EAST, A DISTANCE OF 422.01 FEET, TO THE MONUMENTED NORTHWEST CORNER OF SAID "WINDRIDGE SUBDIVISION", SAID POINT ALSO LYING ON THE MONUMENTED EASTERLY LINE OF SECTION 8, TOWNSHIP 4 SOUTH,

RANGE 27 EAST, SAID POINT BEING MONUMENTED WITH A 4" X 4" CONCRETE MONUMENT, LB 1853; RUN THENCE, NORTH 01°10'51" WEST, ALONG THE MONUMENTED COMMON BOUNDARY LINE OF SAID SECTIONS 8 AND 9, A DISTANCE OF 659.82 FEET, TO THE AFORESAID MONUMENTED SOUTHEAST CORNER OF SECTION 5, SAID POINT BEING MONUMENTED WITH A 1 AND 1/2" IRON PIPE, WITH NO IDENTIFICATION, (AND ALSO BEING THE COMMON CORNER OF SECTIONS 4, 5, 8 AND 9, ALL IN TOWNSHIP 4 SOUTH, RANGE 27 EAST), AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 499,802.3 SQUARE FEET, OR 11.47 ACRES, MORE OR LESS, IN AREA.

EXHIBIT 2
ARTICLES OF INCORPORATION



I certify from the records of this office that COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION INC. is a corporation organized under the laws of the State of Florida, filed on July 29, 2025.

The document number of this corporation is N25000009443.

I further certify that said corporation has paid all fees due this office through December 31, 2025, and its status is active.

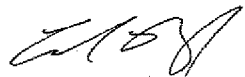
I further certify that said corporation has not filed Articles of Dissolution.

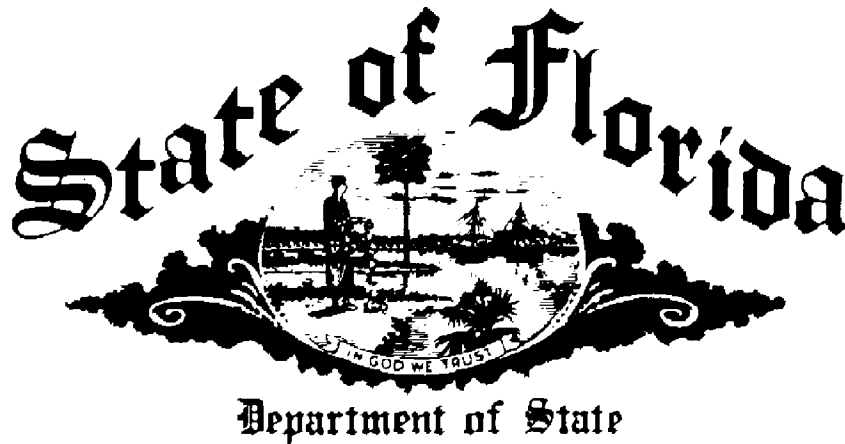
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 225A00016831-073025-N25000009443-1/1, noted below.

Authentication Code: 225A00016831-073025-N25000009443-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of July, 2025


Secretary of State



I certify the attached is a true and correct copy of the Articles of Incorporation of COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION INC., a Florida corporation, filed on July 29, 2025, as shown by the records of this office.

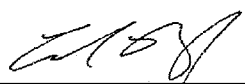
I further certify the document was electronically received under FAX audit number H25000265324. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N25000009443.

Authentication Code: 225A00016831-073025-N25000009443-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of July, 2025




Secretary of State

850-617-6381

7/30/2025 1:46:15 PM PAGE 3/003 Fax Server



July 30, 2025

FLORIDA DEPARTMENT OF STATE
Division of Corporations

COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION INC.
7411 FULLERTON STREET, SUITE 220
JACKSONVILLE, FL 32256US

The Articles of Incorporation for COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION INC. were filed on July 29, 2025, and assigned document number N25000009443. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H25000265324.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Tabitha J Howell
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 225A00016831

((H25000265324 3))

ARTICLES OF INCORPORATION
OF
COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

((H25000265324 3))

(((H25000265324 3)))

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(((H25000265324 3)))

**ARTICLES OF INCORPORATION
OF
COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation shall be COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").
2. Principal Office. The principal office of the Association is 7411 Fullerton Street, Suite 220, Jacksonville, Florida 32256.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 401 East Jackson Street, Suite 2100, Tampa, Florida 33602. The name of the Registered Agent of the Association is:

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.
C/O CHRISTIAN F. O'RYAN, ESQ.

4. Definitions. The COMMUNITY DECLARATION FOR COVE AT SOUTHWOOD TOWNHOMES (the "**Declaration**") will be recorded in the Public Records of Duval County, Florida, and shall govern all of the operations of a community to be known as COVE AT SOUTHWOOD TOWNHOMES. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, the Bylaws and these Articles; and (iii) administer the rights and interests of the Association, the Declarant, Builders, and the Owners.
6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges, and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions, and agreements governing or binding the Association and COVE AT SOUTHWOOD TOWNHOMES;
 - 7.3 To operate and maintain the SMS. The Association shall operate, maintain and manage the SMS in a manner consistent with the Permit requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SMS. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SMS. Assessments shall be used for the maintenance and repair of the SMS and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures, and drainage easements;
 - 7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles, and the Bylaws;
 - 7.5 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(((H25000265324 3)))

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of COVE AT SOUTHWOOD TOWNHOMES to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, COVE AT SOUTHWOOD TOWNHOMES, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, COVE AT SOUTHWOOD TOWNHOMES, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and COVE AT SOUTHWOOD TOWNHOMES, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.14 To establish committees (which may be comprised of Owners and individuals which are not Directors or Officers of the Board) and delegate certain of its functions to those committees;

7.15 To have the power to sue and be sued;

7.16 To take any other action necessary or desirable to carry out any purpose for which the Association has been organized; and

7.17 To enter into agreements with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of COVE AT SOUTHWOOD TOWNHOMES, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2024), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

8. Voting Rights. Owners, Builders, and the Declarant shall have the voting rights set forth in the Declaration.

(((H25000265324 3)))

(((H25000265324 3)))

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Zenzi Rogers	7411 Fullerton Street, Suite 220 Jacksonville, Florida 32256
Chris Mayo	7411 Fullerton Street, Suite 220 Jacksonville, Florida 32256
Michael Della Penta	7411 Fullerton Street, Suite 220 Jacksonville, Florida 32256

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association, to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event of termination, dissolution or final liquidation of the Association, the responsibility of the operation and maintenance of the SMS must be transferred to, and accepted by, an entity that would comply with Rule 62-330.310, Florida Administrative Code (2024), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved in writing by SJRWMD prior to such termination, dissolution, or liquidation.

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

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant, EHC, or any other Builder, unless such amendment receives the prior written consent of the Declarant, EHC, or any other Builder, as applicable, which may be withheld for any reason whatsoever. Further, so long as EHC owns any portion of COVE AT SOUTHWOOD TOWNHOMES, any amendment to these Articles shall require the prior written approval of EHC. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general and specific restrictions on amendments set forth above, and subject to the prior written approval of EHC for so long as EHC owns any portion of COVE AT SOUTHWOOD TOWNHOMES, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the

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approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA, and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant and EHC. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant or EHC.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Zenzi Rogers	7411 Fullerton Street, Suite 220 Jacksonville, Florida 32256
Vice President	Chris Mayo	7411 Fullerton Street, Suite 220 Jacksonville, Florida 32256
Secretary/Treasurer	Michael Della Penta	7411 Fullerton Street, Suite 220 Jacksonville, Florida 32256

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association

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and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 29th day of July, 2025.



Christian F. O'Ryan, Esq.
Incorporator
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 29th day of July, 2025.

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.

By: 

Christian F. O'Ryan, Esq.

Registered Office:

401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Principal Corporation Office:

7411 Fullerton Street, Suite 220
Jacksonville, Florida 32256

EXHIBIT 3

BYLAWS

BYLAWS
OF
COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**BYLAWS
OF
COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"). The principal office of the corporation shall be located at 7411 Fullerton Street, Suite 220, Jacksonville, Florida 32256, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the COMMUNITY DECLARATION FOR COVE AT SOUTHWOOD (the "**Declaration**") relating to the residential community known as COVE AT SOUTHWOOD, recorded, or to be recorded, in the Public Records of Duval County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"**Minutes**" shall mean the minutes of all member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2025).

3. Members.

3.1 Voting Interests. The Declarant and each Owner (including Builders) shall be a member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot owned by a Class A member. Prior to the Turnover, the Declarant and EHC shall be Class B members and shall have Voting Interests equal to nine (9) votes per Lot owned by the Declarant or EHC, as applicable; provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant or EHC shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel owned by the Declarant or EHC, as applicable, until such time as the Parcel is platted, whereupon the Declarant or EHC, as applicable, shall be entitled to nine (9) votes per Lot owned by the Declarant or EHC, as applicable, in lieu of the votes per acre. After the Turnover, the Declarant and EHC (if and to the extent EHC owns any Lot after the Turnover) shall be Class A members and shall have Voting Interests equal to one (1) vote for each Lot owned by the Declarant or EHC, as applicable. Notwithstanding the foregoing, as long as Lennar is the Declarant and as long as EHC owns any Lot or other portion of COVE AT SOUTHWOOD, Lennar may not, without the prior written consent of EHC, elect to convert the Declarant's or EHC's Class B membership to Class A membership. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the Voting Interest with respect to a Lot. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the

event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.4 Limited Liability Companies. If a Lot is owned by a limited liability company, the company shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.5 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.6 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.7 Liability of the Association. The Association may act in reliance upon any writing, instrument, or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a voting certificate).

3.2 Annual Meetings. The annual meeting of the members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, if mailed postpaid and correctly addressed to the members' address last appearing on the books; or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests, except as otherwise provided in the Declaration, the Articles or these Bylaws. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2025), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2025), Owners are entitled to elect one (1) member of the Board (the "**Pre-Turnover Director**") when fifty percent (50%) of all the Lots ultimately planned for COVE AT SOUTHWOOD are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy.

4.2 Term of Office. The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "**Turnover Date**"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting, a new Pre-Turnover Director shall be elected by the Owners at the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after the Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, (i) the candidate with the most votes shall serve as the Director for three (3) years; (ii) the candidate receiving the second highest number of votes shall serve as Director for

two (2) years; and (iii) the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Board member appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests. So long as the Class B membership remains in existence, the Declarant shall have the sole right to remove all directors (other than directors, if any, which Class A members have the right to elect) or members of any architectural committee or similar body, with or without cause, and to appoint the successors, so as to enable EHC to take control of the Board should it succeed to the Declarant's rights under the Declaration.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2025), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

4.7 Nomination. Prior to each election at which Owners are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("**Candidate Filing Period**") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. The Board may also appoint a Nominating Committee (as defined herein) to make nominations for election of Directors to the Board. A "**Nominating Committee**," if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2025), any election dispute between a member and the Association shall be resolved by binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation or filed with a court of competent jurisdiction. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be an action of the Board. Directors may attend meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of Directors not physically present may be heard by the Board, as well as by any members present at the meeting. Members may not attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication.

5.5 Open Meetings. Meetings of the Board, and of any committee of the Board, shall be open to all members.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance, except in an event of an emergency. Notices of meetings of the Board shall specify the agenda items for the meetings to the extent required under Section 720.303(2), Florida Statutes (2025). Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members, subject to the requirements of Section 720.303(2), Florida Statutes (2025). Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which a Special Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting to the extent required under Section 720.303(2), Florida Statutes (2025). Further, notice of any meeting of the Board at which any Assessment(s) will be levied must include a statement that Assessments will be considered at the meeting and the nature of the Assessments, to the extent required under Section 720.303(2), Florida Statutes (2025).

5.8 Electronic or Video Attendance. The Board may, by majority consent, permit any Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall have, subject to the limitations and reservations set forth in the Declaration and the Articles, the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause the Association to do the following:

6.1.1 General. Exercise all powers, duties, and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without limitation, adopt budgets, levy Assessments, and enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate, and enforce Rules and Regulations governing the use of COVE AT SOUTHWOOD by the members, Lessees, and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a member during any period in which such member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

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

6.1.5 Hire Employees and/or Independent Contractors. Engage, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

6.3 Limitations. Until the Turnover, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC, or any committee of the Association.

7. Obligations of the Association. The Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records;

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

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise be disqualified to serve.

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

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

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of

the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2025); cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. Subject to Section 617.0825, Florida Statutes (2025), the Board may appoint such committees as deemed appropriate, which committees may be comprised of all members, all directors, or a combination of the foregoing. The Board may fill any vacancies on all committees.

9.2 ACC. The Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The Official Records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost. The Association may comply with an Official Records request by making the records available to a member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the Official Records in lieu of the Association providing the member with a copy of such records. The Association may not charge a fee to a member for the use of a portable device.

11. Corporate Seal. The Association may have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, prior to the Community Completion Date, any amendment to these Bylaws shall require the prior written consent of the Declarant and Lennar (in the event Lennar is no longer the Declarant). Further, so long as EHC owns any portion of COVE AT SOUTHWOOD, any amendment to these Bylaws shall require the prior written approval of EHC. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate, subject to the prior written approval of EHC for so long as EHC owns any portion of COVE AT SOUTHWOOD, without the joinder or consent of any other person or entity whatsoever, except as limited by applicable law as it exists and is effective on the date the Declaration is recorded in the Public Records or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA, and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31st of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these Bylaws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date these Bylaws are recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, Zenzi Rogers, do hereby certify that:

I am the duly elected and acting President of COVE AT SOUTHWOOD TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation; and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 4th day of January, 2026.



Zenzi Rogers, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT

COVE AT SOUTHWOOD



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

July 25, 2025

Chris McKinney
Lennar Homes, LLC
7411 Fullerton St
Ste 220
Jacksonville, FL 32256-3629

SUBJECT: 220018-1
Cove @ Southwood

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on July 25, 2025. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to receive a copy of a Technical Staff Report (TSR) that provides the District staff's analysis of the permit application, go to our ePermit portal on the District's website at <https://permitting.sjrwmd.com/ep/#/ep>, and then click on "Regulatory Search" from the Search option on the blue bar. From the search page, enter the Application/Permit #, and the Sequence # in the appropriate boxes and then click on Search. Click on the application/permit number hyperlink, to take you to a listing of all documents, including the TSR, for this permit.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to our ePermit portal on the District's website at <https://permitting.sjrwmd.com/ep/#/ep>. Once you have logged in to your account go to the "Processed Applications" panel and click on the hyperlink in the "Items Due" column. If you don't see your permit on this panel, you can add it as a "Favorite" by clicking on the "Favorite" icon at the top of the dashboard. This hyperlink will take you to a list of pending submittals due, and choose the appropriate submittal and click on the "Edit" icon to add necessary documents or information, and then submit. You can also submit this compliance data from the "Services"

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Cole Oliver, TREASURER
MERRITT ISLAND

Ryan Atwood
MOUNT DORA

Doug Bournique
VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Ron Howse
COCOA

Janet Price
FERNANDINA BEACH

menu after logging in to your account. You will find the link under "Miscellaneous" services menu. The associated compliance forms to comply with your permit conditions are available at <https://www.sjrwmd.com/documents/permitting/>.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <https://www.sjrwmd.com/documents/permitting/>. You can apply for a permit transfer on our the District's ePermit portal at <https://permitting.sjrwmd.com/ep/#/ep>. Once you have logged in, click on "Transfer Request" from the "SWERP/ERP Applications" Services menu.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Jeff Prather, Division Director
Division of Regulatory Services
St. Johns River Water Management District
2501 S. Binion Rd
Apopka, FL 32703
321-676-6609

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Byron Peacock
Peacock Consulting Group
12058 San Jose Blvd
Ste 604
Jacksonville, FL 32223-8668

Charlie McLane
Mandarin Christian Church (of Jacksonville, Florida), Inc.
6045 Greenland Rd
Jacksonville, FL 32258-2405

Mike Bowles
Dominion Engineering Group
4348 Southpoint Blvd
Ste 201
Jacksonville, FL 32216-0903

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 220018-1

DATE ISSUED: July 25, 2025

PROJECT NAME: Cove @ Southwood

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 15.4-acre project known as Cove @ Southwood as per plans received by the District on August 29, 2024.

LOCATION:

Section(s): 8

Township(s): 4S

Range(s): 27E

Duval County

Receiving Water Body:

Name	Class
Oldfield Creek	III Fresh, IW

ISSUED TO:

Lennar Homes, LLC

7411 Fullerton St

Ste 220

Jacksonville, FL 32256-3629

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated July 25, 2025

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By:



David Miracle
Regulatory Manager

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 220018-1
Cove @ Southwood
DATED July 25, 2025

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

- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The permittee has documented its real property interest over the land upon which the activities subject to the application will be conducted as evidenced by a contract to purchase the real property included in the application. In accordance with Section 4.2.3.(d), ERP Applicant's Handbook, Volume I, work cannot begin until proof of ownership is provided to the Agency.
23. The permittee must notify the District by certified mail of the commencement of a voluntary or involuntary proceeding under Title XI (Bankruptcy), U.S. Code, naming the permittee as debtor within 10 business days after the commencement of the proceeding.
24. In the event of a change in ownership or control of the property to which the permit pertains, the permittee shall maintain the financial responsibility mechanism until the District has approved a substitute financial responsibility mechanism and approved the transfer of the permit to the new owner or person with legal control.
25. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
26. The operation and maintenance entity shall submit inspection reports to the District one year after the operation phase of the permit becomes effective and every two years thereafter on form 62-330.311(1), "Operation and Maintenance Inspection Certification". The inspection form must be signed and sealed by an appropriate registered professional.
27. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
28. The proposed project must be constructed and operated as per plans and calculations received by the District on August 29, 2024.
29. The mitigation plan, which includes the purchase of 1.06 forested, freshwater UMAM credits from St. Johns Mitigation Bank (Basin 5) per the letter of allocation received by the District on May 22, 2025, is incorporated as a condition of this permit.
30. The proposed wetland impacts must be performed as indicated on the plans received by the District on August 29, 2024

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available, and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
 permit# _____. The project is located in _____ County, Section
 _____, Township _____ South, Range _____ East. The permit authorizes a surface
 water management system on _____ acres for _____ known as
 _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.d.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwm.d.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwm.d.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

Gainesville Sun, Legal Advertising
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLenny, FL 3206 3
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322