

**PREPARED BY AND RETURN TO:**  
 Christian F. O’Ryan, Esq.  
**Stearns Weaver Miller** Weissler  
 Alhadeff & Sitterson, P.A.  
**401 East Jackson Street**, Suite 2100 Tampa,  
 Florida 33602

**COMMUNITY DECLARATION**  
 FOR  
**WHISTLER WOODS**

TABLE OF CONTENTS

12-

1.	Recitals	<b>1</b>
2.	Definitions	<b>1</b>
3.	<b>Plan</b> of Development...	5
4.	Amendment.....	7
5.	<b>Annexation</b> and <b>Withdrawal</b> .	<b>8</b>
6.	Dissolution.....	<b>9</b>
7.	Binding Effect <b>and</b> Membership.	9
8.	Paramount Right of Declarant..	11
9.	Common <b>Areas</b> .....	<b>11</b>
10.	Maintenance by the Association.	<b>17</b>
11.	Maintenance by Owners	19
<b>12.</b>	Use Restrictions	
<b>13.</b>	Easement for Unintentional and Non-Negligent Encroachments	
<b>14.</b>	Responsibility for <b>Insurance</b> , Repair, and Replacement.	<b>24</b>

		34
		34
15.	Property Rights	36
16.	<b>[Intentionally Deleted]</b>	40
17.	Assessments.....	40
18.	<b>Information to Lenders and Owners..</b>	46
19.	Architectural Control.....	47
20.	Enforcement.....	51
21.	Additional Rights of Declarant and Builders	54
22.	Refund of <b>Taxes</b> and Other Charges.	.59
23.	Assignment of Powers	.59
24.	General Provisions....	59
25.	Stormwater Management System...	.63

**Exhibits:**

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

**COMMUNITY DECLARATION  
FOR  
WHISTLER WOODS**

THIS GOMMUNITY DECLARATION FOR WHISTLER WOODS (**this "Declaration"**) is made this Zday of  
of Mast 2025, by LENNAR HOMES, LLC, a Florida limited liability company (the "**Declarant**" or "**Lennar**"), joined by WHISTLER WOODS OWNERS' ASSOCIATION, INC., a Florida not- for-**profit** corporation (**the "Association"**) and by

MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company.

RECITALS

A. The **Declarant** and/or Millrose (**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 ("**WHISTLER WOODS**").

B. The Declarant and Millrose hereby desire to subject WHISTLER WOODS **to** the covenants, conditions, and **restrictions** contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising WHISTLER WOODS, 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 Millrose hereby declare that every portion of WHISTLER WOODS 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 WHISTLER WOODS 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 WHISTLER WOODS 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. Landbanker (**as** defined herein) is hereby approved by the Declarant as a "Builder." To the extent Lennar is no longer the Declarant, but Lennar owns any Lot or other property within WHISTLER WOODS, 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.

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

**"Common Areas"** means **any and all real** property interests **and** personalty within WHISTLER WOODS 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), entrance features, **buffer or** landscaped **areas**, open space areas, internal buffers, **perimeter** buffers, street lights, **and** commonly **used** utility **facilities**. WHISTLER WOODS INCLUDES VERY LIMITED, IF ANY, COMMON AREAS. 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 Landbanker.

**"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.

**"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.

**"Declaration"** means this COMMUNITY DECLARATION FOR WHISTLER WOODS, together with all amendments, supplements, and modifications thereof.

**"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.

**"Landbanker"** shall mean any person or entity who is approved as a "Landbanker" by the Declarant in writing. Subject to the terms of any agreement between the Declarant and a **Landbanker**, in the event of any default by Declarant **under** such agreement, the Landbanker's rights, privileges, exemptions **and** obligations under this **Declaration** can be assigned **to any entity who** is duly licensed **to construct** Homes and **is in** the business of building and constructing residences. Declarant hereby designates Millrose, together with its designated successors and assigns, as an **approved** "Landbanker" **for** purposes of this Declaration and the other Governing Documents.

**"Lender"** means (i) the institutional and licensed holder of a first mortgage encumbering a Lot, or (ii) the Declarant and/or its agents, designees, or affiliates, to the extent the Declarant 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) (as defined herein). 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.

**"Master Plan"** means collectively any full or partial concept plan for the development of WHISTLER WOODS, 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 WHISTLER WOODS, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

**"Millrose"** means MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company, together with its affiliates and their designated successors and assigns.

**"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; 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 lighting agreement between the Association and a utility provider or Private Light Provider (as defined herein), if any; any amounts payable by the Association to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein); 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.

**"Permit"** shall collectively mean Permit No. 188617-2 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 WHISTLER WOODS 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 WHISTLER WOODS, 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 WHISTLER WOODS 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 WHISTLER WOODS 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 (2024). 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. Although the **SMS will be part of the Common Areas and will be maintained**

by the Association, certain portions of the SMS may be located **within individual** Lots.

**"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.

**"Telecommunications Provider"** means any party contracting **with** the Association **to** provide Owners with one or more Telecommunications Services. With respect

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.

**"WHISTLER WOODS"** 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.

3. Plan of Development.

3.1 Plan. The planning process for WHISTLER WOODS 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 WHISTLER WOODS 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,

10

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 WHISTLER WOODS **as finally** developed.

### 3.2

Governing Documents. The Governing Documents create a general plan of development for WHISTLER WOODS which may be supplemented by additional covenants, restrictions, and easements applicable to any portion of WHISTLER WOODS. Nothing in this Section shall preclude any Supplemental Declaration, **any** amendment to this Declaration, **or** other recorded covenants applicable to any portion of WHISTLER WOODS 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 may identify some of the Common Areas, **if any**. The description **of** any Common Areas **on** the Plat **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 as Common Areas. 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 WHISTLER WOODS 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 the Declarant owns the lands affected by **or** subject to such change.

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's 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** WHISTLER WOODS 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 WHISTLER WOODS, and use the name "WHISTLER WOODS" or any derivative thereof in Builder's marketing and advertising **materials; (v)** park vehicles within WHISTLER WOODS 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. The Governing Documents **shall not be** applied in a manner which **would materially and adversely** affect the rights of **Builders** granted in this **Declaration**.

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**. 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**. 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, the Community Standards, and/or the Rules **and** Regulations **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 WHISTLER WOODS; **(ii)** additions or deletions **from** WHISTLER WOODS 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 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 the 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.

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, 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 any Builder unless such amendment receives the prior written consent **of** the Declarant **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 WHISTLER WOODS by the Declarant. Except for applicable governmental approvals **(if any)** and except for the consent of 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 to this 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 WHISTLER WOODS. 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 WHISTLER WOODS.

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** WHISTLER WOODS **(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 WHISTLER WOODS 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), 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 WHISTLER WOODS.

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 record title owner **of** a Lot 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 record title **owners** of Lots 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**, WHISTLER WOODS 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 WHISTLER WOODS **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 (subject to the terms hereof regarding a Landbanker). 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 (subject to the terms hereof regarding a Landbanker). 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; provided, however, Landbankers **shall** not be **members** until after the **Turnover**. From **and** after the **Turnover**, **Class A** members **shall** include any Landbankers **to** the extent such Landbanker owns **any** Lot. 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 (**subject to the** terms hereof regarding **a** Landbanker). 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. Prior to the Turnover, Landbankers shall not **have** any Voting **Interests**. From **and after the** Turnover, a Landbanker shall be a Class A member and shall have Voting Interests equal to one (1) vote for each Lot owned by such Landbanker.

7.3.2 **Class B** Member. The Declarant shall **be the Class B** member and shall be entitled to nine (9) votes for each **Lot** owned by the Declarant; provided, however, as to land which is annexed or **added** pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (**14**) votes per acre or fraction thereof contained within a Parcel owned by the Declarant, until such time as the Parcel **is** platted, **whereupon** the Declarant shall **be** entitled to nine (9) votes per **Lot** owned by the Declarant in **lieu** of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) **vote for** each Lot **owned by** the Declarant. **"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 WHISTLER WOODS are conveyed **to** members other than the Declarant and Builders; **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, in its **sole and absolute** discretion, to give written notice to the Association of its decision to cause the Turnover **to** occur; or

10

WHISTLER WOODS  
Declaration

7.4

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2024).

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 or **any** 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 **to** dedicate, transfer, and/or convey (**by absolute** conveyance, easement, **or** otherwise) portions of WHISTLER WOODS **for various** public purposes **or for** the provision of telecommunications systems, or to make any portions of WHISTLER WOODS part **of** the Common Areas, or to create and implement a special **taxing** district which may include **all or any portion of** WHISTLER WOODS. 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, **if** any, 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, **if** any, 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. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. WHISTLER WOODS IS INTENDED TO HAVE VERY LITTLE, IF ANY 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 shall have the right to use **any** portion of the Common Areas, without charge, **for** any purpose deemed appropriate by the Declarant.

Conveyance.

9.4

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 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 WHISTLER WOODS, as modified and/**or amended**. The Association shall cooperate with the Declarant, Lennar, 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, **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, **if any**, is subject to an irrevocable ingress and egress easement in favor **of** each Owner and 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), 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**;

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

9.4.2.5

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. 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, 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, 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 Permitted Users

utilizing WHISTLER WOODS 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. **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, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN WHISTLER WOODS; PROVIDED, FURTHER, NEITHER THE DECLARANT, LENNAR, **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, 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 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, AND THE ASSOCIATION SHALL **NOT** BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN WHISTLER WOODS.

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.

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 WHISTLER WOODS; and (v) design **of** any portion of WHISTLER WOODS. Each Owner also expressly indemnifies and **agrees** to hold harmless the Declarant, Builders, **the** Association, **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 WHISTLER WOODS, 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, 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, AND THE ASSOCIATION **MAKE** NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND WHISTLER WOODS.

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.

Rules and Regulations.

9.9

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 WHISTLER WOODS. 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 WHISTLER WOODS shall be used in accordance with this Declaration and Rules and Regulations, **if any**. The Declarant and the Association **and** 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 and Builders 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 any Builder, or to **any** property owned by **the** Declarant or any Builder, and shall **not be** applied in a manner that **would prohibit or restrict the development or operation of** WHISTLER WOODS or adversely **affect** the interests **of** the Declarant or any Builder. Without limiting **the** foregoing, the **Declarant**, Builders, and their respective its agents, contractors, **and** assigns shall have the right **to**: (i) develop **and** construct **Lots, Homes, Common Areas, and related** improvements within WHISTLER WOODS, 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 WHISTLER WOODS**), general office and construction operations within WHISTLER WOODS; (iii) place, erect, or **construct** portable, temporary, or accessory buildings or structures within WHISTLER WOODS **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 WHISTLER WOODS; (v) post, display, inscribe, or **affix** to the exterior of any portion of the Common Areas or any other portions of WHISTLER WOODS, signs, **flags, and** other materials used in developing, constructing, selling, **or** promoting **the sale of any** portion of WHISTLER WOODS including, without limitation, Lots, Parcels, **and** Homes; (vi) **excavate fill from** any retention/detention areas or water bodies within and/or contiguous to WHISTLER WOODS, **if any**, by dredge or dragline, store fill within WHISTLER WOODS and remove and/or sell excess fill; (vii)

grow **or** store plants **and trees** within, or **contiguous** to, WHISTLER WOODS 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 WHISTLER WOODS.

9.10 Public Facilities. WHISTLER WOODS may include one or more public **facilities that may be** dedicated

to the City or the County. ROADWAYS ADJACENT OR IN PROXIMITY TO WHISTLER WOODS ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER, BY THE ACCEPTANCE OF A DEED TO THEIR LOT, ACKNOWLEDGES AND AGREES THE ASSOCIATION AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

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, 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 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 a water line or sanitary sewer line or roadway, 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 part of the Operating Expenses and each Owner shall pay an equal share of the expenses, if such expenses are not paid for by the County or the City.

**Maintenance by the** Association.

10.

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 Landscape Maintenance and Irrigation within **Lots.** Notwithstanding any other provision of this Declaration **to the contrary**, the Association **shall** have **no** responsibility **for the maintenance of** landscaped areas within any Lot or any right-of-way **adjacent** to a Lot, including, without limitation, **sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaped areas.** The record title owner of each such Lot shall be responsible for the **repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of such Lot and the right-of-way adjacent to such Lot, including, without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping.** Any such repair, replacement **and maintenance by** the record title owner of a Lot shall **be consistent with** the Landscape **Maintenance Standards (as defined below) set forth in this Declaration.**

10.3 Adjoining Areas. 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.

10.4 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 WHISTLER WOODS 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 WHISTLER WOODS 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 WHISTLER WOODS. Such areas may abut, **or be** proximate to, WHISTLER WOODS, 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

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 expressly provided in this Declaration or as provided in any Retention/Detention Area Slopes Maintenance Standards (as defined herein). 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

17

WHISTLER WOODS  
Declaration

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 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.

10.7 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; however, neither the Association nor the Declarant shall have any responsibility for landscaping maintenance, and the Owner of any such Lot shall be responsible for the landscaping, repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Lot, including, landscaping and maintenance within any drainage easements located upon the Lot. 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 of the Association.

10.8 Irrigation Water Usage: Reclaimed Irrigation Water. Reclaimed irrigation water may be used within WHISTLER WOODS and 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 RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES. NEITHER THE DECLARANT, BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, 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, 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.

10.9 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 WHISTLER WOODS or adjacent to the boundaries of WHISTLER WOODS, 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 that WHISTLER WOODS, 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 WHISTLER WOODS, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. 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

WHISTLER WOODS  
Declaration

18

CERTAIN IMPROVEMENTS AND/OR FACILITIES, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. Maintenance by Owners. All Lots and Homes, including, without limitation, all lawns, landscaping, irrigation facilities, driveways, walkways, sidewalks, and any property, all structural components comprising the Lot or Home, improvements and appurtenances not maintained by the Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of WHISTLER WOODS by the record title owner of the applicable Lot. Without limitation of the foregoing, each record title owner of a Lot is specifically responsible for maintaining all grass, landscaping, improvements, and paved surfaces within any portion of the applicable 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 WHISTLER WOODS. 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 the record title owner of a Lot 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 Landscape Maintenance Standards. The **following** maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within **all** Lots and the right-of-way adjacent to such Lots:

11.2.1 Trees. Trees **are to be** pruned **as** needed **and** maintained in a **safe and appropriate** manner, **with** the canopy no **lower than** eight **feet (8')** from the ground **at** maturity, unless otherwise stipulated by **any** applicable law, regulation, or local ordinance.

11.2.2 Shrubs. All shrubs **are to be** trimmed **as needed and** maintained in a **neat** and appropriate manner.

11.2.3 Grass.

11.2.3.1 Cutting Schedule. **Grass** shall **be maintained** in a **neat** and appropriate **manner**. In no event shall any lawn within any Lot **be** in excess of five inches (5") in height.

11.2.3.2 Edging. Edging **of all** streets, curbs, beds **and** borders shall **be** performed as needed. Chemical edging shall not be permitted.

11.2.3.3 Grass. Each yard shall be improved with the type of grass approved by the local municipality **or** other applicable **governmental** authority **at the time** of installation, which may include St. Augustine grass (i.e. Floratam or a similar variety) in some areas **with code** required **drought** tolerant grass *in* other areas. Any modification to **or** replacement of sod and/or landscape **by an Owner is** subject to the Community

Standards, Section 373.185, Florida Statutes (2024), and any other applicable law or local ordinance.

11.2.4 Mulch. Mulch shall **be** replenished as **needed on** a yearly basis.

11.2.5 Insect Control and Disease Control. Insect control and **disease** control shall be performed on an **as** needed **basis** by the record **title** owner of each Lot. **Failure to do so** could result in additional liability if the disease and/or insects spread to neighboring Lots and Common Areas, **or other** property within **or around** WHISTLER WOODS. Dead grass **and other** dead landscaping shall be removed **and** replaced by the record title owner of the Lot within thirty **(30)** days of dying. If the City or County code **or** SJRWMD regulations require Bahia **grass for any portion** of **yards, it shall** remain **as** Bahia **and** if it dies, may only be replaced in accordance **with** City and/or County code and with SJRWMD regulations.

11.2.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the County Extension Service **(if any)** or The University

of Florida IFAS Extension.

11.2.7 Irrigation. Every Owner shall be required to irrigate the grass and landscaping located on their Lot and the **right-of-way** located adjacent to their Lot in a routine and ordinary manner, as **may** be permitted by SJRWMD and/or County and City regulations, and **shall** ensure **that sufficient** irrigation occurs during all periods when the record title owner **is** absent from the Lot. Watering and irrigation, including the maintenance, repair, and replacement of **all** irrigation facilities **and** components, will be the sole responsibility of **the** record **title** owner of the respective Lot. Lots **and adjacent right-of-way shall** be consistently irrigated to maintain a green and healthy lawn at all times. Sprinkler heads shall **be** maintained by the **record title** owner on a monthly basis. Water **spray** from sprinklers shall not extend **beyond any** property line of the respective Lot. Automatic **sprinkler systems shall** not **cause** water to run onto neighboring Lots, walkways, **streets** or the like and **shall** include a timing system **to** limit hours of operation. All components of the irrigation system, clock, pump **stations**, and valves shall be the responsibility **of** the record title owner of the applicable Lot and shall be checked **as** needed **by an** independent contractor **to assure** proper **automatic** operation. **It is the** Owner's responsibility **to** comply with all applicable watering restrictions imposed by the City or the County or pursuant **to** the Community Standards.

11.2.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, **driveways**, and **expansion** joints shall be **removed** as needed.

11.2.9 Trash Removal. Dirt, trash, plant and tree cuttings, and debris resulting **from** all operations shall be removed and all areas **left** in clean condition before the end of the day.

11.3 Modification of Landscaped Areas. Without the prior written consent of the ACC, **no sod**, topsoil, tree, shrubbery, or other landscaping shall be removed from WHISTLER WOODS 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 **that** 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.

11.4

Weeds and Refuse. Except for construction debris and related **materials** 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 Lot. Each Owner shall be responsible for promptly removing any debris, refuse, or unsightly objects upon its Lot.

11.5 Exterior Home Maintenance. 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.

11.6 **Paved and Concrete** Surfaces. Each Owner **shall be** responsible to timely **maintain**, including pressure washing/**soft** washing, repair, and/or replace the driveways, walkways, **sidewalks**, 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 or the City or any **of** its 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.

11.7

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, Lennar (in the event Lennar **is** no longer the Declarant), Builders, 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, BUILDERS, AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM **SAME**.

11.8 **Right-of-Way: Right-of-Way Improvements**. Except as otherwise maintained by the City **or** the County, if and as applicable, each Owner shall be responsible for the costs, charges, and expenses incurred in connection with maintenance of the irrigation facilities, trees, sidewalk, driveway, other paved and concrete surfaces, and landscaping located in the right-of-way immediately adjacent to such Owner's Lot and located between such Owner's Lot and the roadway (collectively, the "**ROW Improvements**"). Each Owner shall be responsible for maintaining **all** ROW Improvements **located**

adjacent to such Owner's **Lot and** located within the right-of-way. ROW Improvements **will** not be maintained **by** the Association, the

County, or any **other** governmental entity. Every **Owner** shall **be required to maintain the grass and** landscaping located within such right-of-way in accordance **with** the Landscape Maintenance Standards. 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 WHISTLER WOODS. 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. The Declarant, the Association, Builders, **the** County, the City, **and their** respective **agents**, employees, directors, **officers**, members, **managers**, shareholders, affiliates, representatives, receivers, subsidiaries, predecessors, successors **and assigns**, shall not have any responsibilities for maintaining the ROW Improvements, **or for any** claims, damages, losses, demands, liabilities, obligations, actions or causes of action arising out of **or relating** to the ROW Improvements, including, without limitation, **any** claim based **on** the design, placement, installation, or maintenance of the ROW Improvements. Each Owner hereby assumes all obligations for maintaining the ROW Improvements located adjacent to such Owner's Lot **and** hereby indemnifies **and agrees** to hold the Declarant, the Association, Builders, the City, the County, or any other governmental entity, harmless **from any and all loss** arising **from** claims **by an** Owner or its Permitted Users or **any** other persons for any personal injury or property **damage** in connection with the ROW Improvements.

11.9 **Water** Mains and Improvements within **Lots** and Adjacent Right-of-Way. 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** driveway, landscaping, or other improvements located on an Owner's Lot or the right-of- **way** immediately adjacent **to** such Lot in connection with the County's or the City's installation, operation, maintenance or repair of any water line **or** sanitary **sewer** line **or other** maintenance conducted **by** the County, or the City, if applicable, then the Owner of the Lot upon which such driveway, landscaping, 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. 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.

11.10 Pressure Washing/Soft Washing . Each Owner shall be responsible, at their sole cost and expense, for pressure washing/soft washing the driveways, sidewalks, **walkways, roofs, and** the exterior portions of such Owner's Home, including any exterior walls **of** a garage, garage **door**, exterior doors, shutters, and fascia. Each **Owner** shall conduct such pressure washing/**soft** washing on **a** routine **basis**, and in no event later than thirty (30) days after notice by the Board or the ACC to the Owner **of** the applicable **Lot**. In the event an Owner does **not** comply with this Section, the Association may perform the necessary maintenance **required** by this Section **and** charge the costs thereof to the non-complying Owner **as an** Individual **Assessment**. 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.

11.11 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.

11.11.1 **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.

11.11.2 Damage by One Owner. If a Lot Wall/Fence is damaged or **destroyed** by the act of one adjoining Owner, or its 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:

11.11.2.1 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);

11.11.2.2 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);

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

11.11.2.4 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.

11.11.3 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 his/her 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 his/her 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.

11.11.4 **Right of Entry.** Each Owner shall permit the Owners of adjoining Lots, or their representatives, **to enter its** 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.

11.11.5 **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.

11.11.6 **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.

11.11.7 **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**.

11.12 **Perimeter Walls/Fences.** The Declarant and/or Builders may install **perimeter walls** or fences within WHISTLER WOODS (the "**Perimeter Walls/Fences**"). Each Owner shall be responsible, at such Owner's expense, for **the** maintenance, pressure/**soft** washing, repair, and replacement 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 required by **this** Section and **charge** the costs thereof to the non-complying Owner **as** an Individual Assessment. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, **nor shall hereby be obligated** to, construct such Perimeter **Walls/Fences**.

11.13 **Retaining Walls.** The Declarant **and/or** Builders **may** construct **retaining** walls within WHISTLER WOODS (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. Each Owner shall be responsible, at such Owner's expense, for the structural maintenance, repairs, replacement, and day-to-day maintenance and cleaning of Retaining Walls located within 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. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits 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.**

12.

Use Restrictions. The following use restrictions shall apply to all Lots, except for any Lots owned by the Declarant or a Builder. Each Owner (other than a Builder) must comply with the use restrictions below, subject to any limitations in Section 720.3045, Florida Statutes (2024) and Section 720.3035(1)(b), Florida Statutes (2024), 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 had and 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 WHISTLER WOODS. 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 WHISTLER WOODS. 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 WHISTLER WOODS, 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 WHISTLER WOODS if that Pet disturbs the tranquility of WHISTLER WOODS, 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 WHISTLER WOODS by the Board after notice. The Board may, in its sole discretion, have any Pet removed and/or banned from WHISTLER WOODS.

#### 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, sale, 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. Except as otherwise expressly provided herein, vehicles shall be parked in the garage or driveway of the respective Owner's Lot. No vehicles of any nature shall be parked on any portion of WHISTLER WOODS, including a Lot, except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, if any, except in designated parking areas. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking within Common Areas, if any. Except as otherwise permitted in Section 720.3075(3)(d), Florida Statutes (2024), no vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in WHISTLER WOODS except during the period of a 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 (2024)). THE ROADWAYS LOCATED ADJACENT TO WHISTLER WOODS ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION OR THE DECLARANT. EACH OWNER, BY THE ACCEPTANCE OF A DEED TO THEIR LOT, ACKNOWLEDGES AND AGREES THE ASSOCIATION, THE DECLARANT, AND BUILDERS HAVE NO CONTROL WITH REGARD TO ACCESS, PARKING, AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION. THE COUNTY AND/OR THE CITY MAY HAVE ADDITIONAL ORDINANCES WHICH MAY ALSO GOVERN THE PARKING OF VEHICLES WITHIN LOTS AND THE ROADWAYS SERVING WHISTLER WOODS. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING, AND USAGE OF ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL OR QUASI- GOVERNMENTAL AUTHORITY. THE ASSOCIATION, THE DECLARANT, AND BUILDERS DISCLAIM ALL RESPONSIBILITY FOR SUCH ENFORCEMENT.

- 12.4.2 Repairs and Maintenance of Vehicles. No **vehicle** which cannot operate on **its** own power shall remain within WHISTLER WOODS 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 WHISTLER WOODS, except in the garage of **a Home**. **No** vehicles shall be stored on blocks. No tarpaulin covers on vehicles **shall** be 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 trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, **may** be kept within WHISTLER WOODS except in the garage of a Home or as otherwise permitted in accordance with Section 720.3045, Florida Statutes (2024), and Section 720.3075, Florida Statutes (2024). No vehicles displaying commercial advertising or a "for sale" sign shall **be** parked within the public view, **except as otherwise** permitted in Section 720.3075(3)(b), Florida Statutes (2024). 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 (**if** any). Additionally, no all-terrain vehicles or **mini** motorcycle may **be** parked **or** stored **within** WHISTLER WOODS, 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, improvement, installation, or repair by the Declarant, a Builder, **or** their respective 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 (2024).
- 12.4.4 Towing. Subject to applicable laws and ordinances, and subject to the terms and conditions of this Section, **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 PARKED ON THE ROADWAYS WITHIN WHISTLER WOODS.
- 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, 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 administrative **offices of** the Declarant, no commercial or business activity shall be conducted within WHISTLER WOODS, 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 WHISTLER WOODS. No solicitors of a commercial nature shall **be** allowed within WHISTLER WOODS without the **prior** written consent of the Association. No **day** care center, "half-way house," or assisted living facility 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, 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 WHISTLER WOODS 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 WHISTLER WOODS.

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 WHISTLER WOODS without the prior written approval **of** the ACC. Notwithstanding the foregoing, holiday lighting and other holiday 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 WHISTLER WOODS). Except **as** otherwise **provided** in Section 720.304(2)(b), Florida Statutes (2024), **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 WHISTLER WOODS 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; however, the Association shall **have** no responsibility for **grass** and landscape maintenance on Lots, which shall **be** maintained in accordance with the provisions of Section 11 of this Declaration. 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

WHISTLER WOODS  
Declaration

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 WHISTLER WOODS. 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, 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. Except **for** walls or fences installed **by** the Declarant or Declarant's designees, no walls **or** fences shall be erected or installed without prior **written** consent of the ACC. No chain **link** fencing of any kind shall be allowed. Fences **shall** not be **installed** flush to the ground **so** that drainage will be blocked **in any** way. All fences **installed by** an Owner must be in compliance **with**

the Community Standards. Due **to the** Association's maintenance requirements **and** responsibilities, the **installation of** fences within a drainage easement area is not expected to be approved **by** the ACC. However, in the event a fence **is** installed within a drainage easement area, with prior written ACC approval, the Owner **is** solely responsible **for** fence repair or replacement if the drainage easement area needs to be accessed for repairs or as otherwise provided herein.

12.15 Fuel Storage. No fuel storage shall **be** permitted within WHISTLER WOODS, except **as** may be necessary **or** reasonably used for swimming pools, spas, barbecues, fireplaces, generators, lawn maintenance equipment, 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 Cans. 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 7:00 p.m. on the **day** preceding the **pick-up** and shall be removed the day of pick-up. 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 WHISTLER WOODS.

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 hurricane and must be removed or opened within seventy-two (72) hours after the end of a 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. 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. 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.

12.20 Laundry: Renewable Energy Devices. Subject **to** the provisions of Section 163.04, Florida Statutes (2024), 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, **that, 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 WHISTLER WOODS 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 WHISTLER WOODS shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Lampposts. No lampposts shall be installed on **any** Lot **by** an Owner.

12.23 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, his or **her** 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.

12.24 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 WHISTLER WOODS. Neither

the Declarant **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, as determined by the Board in its **sole** discretion, WHISTLER WOODS, **is** permitted. No firearms **shall** be discharged **within** WHISTLER WOODS. Nothing shall be done or kept by a Permitted User within the Common Areas, or any other portion of WHISTLER WOODS, 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 Paint.** The exterior of Homes shall be re-painted by the record title owner of the applicable Lot within forty-five **(45)** days of notice by the Board **or the ACC** to **the** record title owner of the **applicable** Lot.

**12.28 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 WHISTLER WOODS, 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.

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

**12.30 Roofs Driveways, and Pressure Washing/Soft Washing.** Roofs, exterior surfaces, **and/or** pavement, including, but not limited **to**, sidewalks, 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**.

**12.31 Satellite Dishes and Antennas.** No **exterior** visible antennas, **radio** masts, towers, **poles**, aerials, **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 WHISTLER WOODS. 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.

**12.32 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.

**12.33 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 WHISTLER WOODS, 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 (2024). Any such permitted flags may not **exceed four and one-half** feet (4 2') by **six** feet (6'). Further, in accordance with Section 720.304, Florida Statutes (2024), 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 1/2') 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 (2024). 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 (2024). 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 WHISTLER WOODS 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 WHISTLER WOODS. The Declarant reserves **the** right (but **not the** obligation) to institute a

signage plan **for** WHISTLER WOODS, **which** such signage plan (if any) must **be** complied with **by all** Builders (other than Lennar).

12.34 Social Media. The **Association** may **create** an **official** social media page, forum or **website** for WHISTLER WOODS. 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 WHISTLER WOODS 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** WHISTLER WOODS **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 WHISTLER WOODS, the Declarant, the ACC or the Association, **and** such Owner shall report all such issues directly to the Association and/or Declarant (**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 WHISTLER WOODS. 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.

12.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of WHISTLER WOODS 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.

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. 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 WHISTLER WOODS, 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 WHISTLER WOODS or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool 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 WHISTLER WOODS. 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 WHISTLER WOODS.

12.41 Swimming Pools and Spas. No above-ground pools **shall** be permitted. All in-ground pools, hot tubs, spas, and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. **The design** must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the **top** of the pool of not over two feet (2') **above** the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher **than** twelve feet (**12"**) unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the **sides** of the Home without express approval by **the** ACC. All **pools shall be** adequately maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. **Unless installed by** the Declarant, no diving boards, **slides**, or platforms **shall be** permitted without the ACC's approval. Under no circumstances may chlorinated **water** be discharged onto other Owners' lawns, the roadways, or into any retention/detention areas within WHISTLER WOODS or adjoining properties.

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, 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 his or her 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 **evidence** of insurance coverage on its Home which complies with the provisions of this **Section**. 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 his or **her** obligations hereunder.

#### 14.2.2

Requirement to Reconstruct or Demolish. In the **event** of damage to or destruction of structures on or comprising their Home, the Owner of such Home 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**. 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 his or her 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 **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 WHISTLER WOODS.

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 **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** 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 (2024)**, **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 (2024), 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 Section, **the** Declarant and 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.

Property Rights.

15.

15.1

Easement of Enjoyment. Every Permitted **User**, and every owner of **an** interest in WHISTLER WOODS, **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;

365

WHISTLER WOODS  
Declaration

15.1.3 The right **of the** Association to **suspend a** Permitted Users' rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2024);

15.1.4 The right of the Association **to** suspend a Permitted Users' 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** 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;

15.1.6

The right of the Declarant and/or the Association to **modify** the Common Areas as **set** forth in

this **Declaration**;

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. The **Association and each** Owner shall give the Declarant unfettered access, ingress, **and** egress **to** the Common Areas **so the Declarant and/or its agents** can perform all **tests and inspections** deemed necessary by **the** Declarant. The **Declarant shall** have the **right to** make all repairs **and** replacements deemed **necessary** by the Declarant. 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 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 WHISTLER WOODS as may be required in connection with the development of WHISTLER WOODS, 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 WHISTLER WOODS, and/or other lands designated by **the** Declarant. Further, Declarant reserves an easement **for** itself and **its** nominees, affiliates and designees, over, **upon**, across, and under WHISTLER WOODS, including all Lots, **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, suppliers, nominees, **affiliates**, designees, and consultants, the right to use all paved roads **and rights** of way within WHISTLER WOODS 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 and **Builders** 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 and Lennar **intend to** use the Common **Areas** for marketing, sales, and leasing of **Lots** and Homes. Further, the Declarant and Lennar (in the event Lennar **is** no longer the Declarant) may market other residences and properties located outside of WHISTLER WOODS from the Declarant's **sales facilities** located **within** WHISTLER WOODS. The Declarant and Lennar **have** 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. 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 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 **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 (if any)** for ingress and egress to and from telecommunications systems **within** WHISTLER WOODS. Furthermore, Private Light Providers shall also **have** the right **to** use **all** paved roadways (if any) for ingress and egress to and from any street lights and any related equipment or facilities located **within** WHISTLER WOODS.

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 WHISTLER WOODS (**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. 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 WHISTLER WOODS (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, and their designees, SJRWMD, the County, the City, and/or any governmental agency having jurisdiction over WHISTLER WOODS over, across and upon WHISTLER WOODS 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 WHISTLER WOODS 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 WHISTLER WOODS and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through WHISTLER WOODS 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 Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any Plat, Title Documents, or other Agreements of WHISTLER WOODS (collectively, the "Utility Easements"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant within the Utility Easement(s). No fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, except for fences installed by the Declarant. All fences must be in compliance with the Community Standards. In the event a fence is installed within any Utility Easement, with prior written ACC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Chapter 556, Florida Statutes (2024).

15.11 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of WHISTLER WOODS, 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.

15.12 Right of Entry. The Declarant, each Builder, and the Association are granted a perpetual and irrevocable easement over, under, and across all of WHISTLER WOODS 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 WHISTLER WOODS 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.

15.13 Stormwater Management **System**.

15.13.1 The **unobstructed** drainage easements depicted and **dedicated** on the Plat shall permit the City to discharge into the SMS which **these** easements traverse, all water **that** may **fall on or** come upon the rights-of-**way** dedicated on the Plat, together with **all substances** or matter that may flow or pass from **said** rights-of-way; from adjacent land or from any other **source** of public waters into or through said SMS, without any liability whatsoever on the part of the City for **any**

WHISTLER WOODS  
Declaration

39

damage, injuries, **or loss** to persons or property **resulting from the** acceptance **or use of** these drainage easements by the City.

15.13.2 The SMS depicted on **the Plat** are owned in fee **simple title** by **the** abutting Owner(s), **its** successors and assigns, **and** all maintenance and any **other** matters pertaining **to** said **SMS** are the responsibility of **said** Association. The City by acceptance of **the Plat** assumes no responsibility whatsoever for the **SMS**. Upon failure of the Association to perform the obligation of maintenance and any other matters pertaining to **said SMS**, as well **as** other tracts **and** parcels identified on the Plat for **any use**, as shown **on** the Plat, the obligation **therefor would** then **fall equally** on all Owners.

15.13.3 The City **shall** not be **liable** nor responsible for the creation, operation, failure, or destruction of water level control equipment which may be constructed or **installed** by the **Declarant** or any **other person within the area** of the lands subject to the Plat, **or** of the **SMS shown** on the Plat, but shall have the right to maintain the water level in accordance with any state and local **permits**, including the repair, removal, or replacement **of the** SMS and the control **structures** to **effect** adequate drainage for the rights-of-**ways** dedicated hereon.

15.13.4 All unobstructed private drainage easements, together **with** all landscape and maintenance easements shown on **the** Plat shall remain privately owned and the sole and **exclusive** property of the Association. The Declarant does hereby reserve unto itself, its **successors and** assigns, a **non-exclusive** easement for landscaping and construction of **signs** over all **non-access** easements, **and also** **non-exclusive** easement(s) **over all** the **lands** designated as unobstructed private drainage easements shown **on** the Plat, the maintenance responsibilities of which **shall** be those **of** the **Association**.

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

16.

17.

[Intentionally Deleted].

## 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 or other Governing Documents, with respect to any Assessments levied against **Lots** owned by Millrose, Lennar shall **have** the right (but **not** the obligation, subject to any separate agreement between Lennar and **Millrose**) to pay all Assessments owed with respect to Lots owned by Millrose.

17.2 Purpose of Assessments. The Assessments shall **be** used **for**, among other things, the purpose of operating **and** maintaining the Association **and** WHISTLER WOODS. 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")**. Notwithstanding **any other provision** to the contrary, neither the **Declarant nor** Lennar (**in** the event Lennar **is** no longer the Declarant) 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 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 (2024), 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 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, **as** applicable) **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**

WHISTLER WOODS  
Declaration

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 (**2024**). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2024), 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 (2024). 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 an **annual** 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 . The first purchaser of each Home from the Declarant or a **Builder**, at the time of closing of the conveyance 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 WHISTLER WOODS, 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 the conveyance **of a** Lot from the Declarant **to** Lennar (in the event Lennar is no longer the **Declarant**), from the Declarant to a Landbanker, from a **Landbanker** to the Declarant, or from a Landbanker **and/or** Lennar to any other Builder.

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 WHISTLER WOODS, 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**, Lenders and their assignees shall **not be** obligated **to pay any Resale** Contribution to the Association.

17.13 Assessment Estoppel Certificates. No Owner 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 (**2024**). **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, 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 WHISTLER WOODS **from** Assessments, provided that such part of WHISTLER WOODS 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 WHISTLER WOODS 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, 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.

**Information to Lenders and Owners.**

18.

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**;

46

WHISTLER WOODS  
Declaration

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

18.4

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

**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 WHISTLER WOODS. 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** WHISTLER WOODS. Accordingly, the ACC shall have the right to approve **or** disapprove all architectural, landscaping, **and** improvements within WHISTLER WOODS by Owners. 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 WHISTLER WOODS. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW WHISTLER WOODS 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. 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.

following:

19.8

Procedure. In order to obtain the approval of **the** ACC, each Owner shall observe the

19.8.1 Each Owner 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**:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction **and** building permits **as and** when received by **the** Owner. Each construction **site** in WHISTLER WOODS 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 WHISTLER WOODS 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** its assigns **or** designees, (or Lennar in the event Lennar is no longer the Declarant), no construction **office** or trailer shall **be** kept in WHISTLER WOODS and no construction **materials shall** be stored in WHISTLER WOODS, **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 Owner **(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 Owner 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 Owner **to the** ACC, **if** requested, **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 Contractors' 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 Owner **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 WHISTLER WOODS.

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 WHISTLER WOODS. Each Owner **shall** comply with such standards and cause **its** respective employees to also comply with **same**. The ACC may **also** promulgate **requirements to be** inserted **in** all contracts relating to construction **within** WHISTLER WOODS 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 WHISTLER WOODS 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 Owner **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 Owner **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 Owner **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** Owner, **the** ACC shall provide a **Certificate** of Compliance, **certifying** whether the Owner 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**, a Builder, 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.

19.19 **Exculpation**. The Declarant, Builders, 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, 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, **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, the Association, or 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, 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.

20.

Enforcement. The following provisions shall be subject to any limitations in Section 720.305, Florida **Statutes** (2024), 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;

51

WHISTLER WOODS  
Declaration

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 WHISTLER WOODS; 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 Owner as an Individual Assessment, or **(ii)** promptly paid by the Owner **to the Declarant** or Builder immediately upon such Owner's receipt of **an** invoice **of** same, **if such** costs are incurred by the Declarant or Builder, subject to any **limitations** in Section 720.305, Florida **Statutes** (2024).

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 WHISTLER WOODS 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** (2024).

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**, 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, Builder, 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 **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 (2024), **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 (2024), 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 (2024), 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 or hand delivery to the Owner's designated mailing **or e-mail** address in the Association's 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 (2024)**. 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 (**2024**), 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 and Lennar (in the event Lennar is no **longer** the Declarant) **shall** have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of WHISTLER WOODS and **sales and re-sales of Lots**, Homes, **and/or** other properties owned by the Declarant or others outside **of** WHISTLER WOODS. **This right** shall include, but **not be limited to**, the right to maintain models, **sales offices and parking associated therewith, have signs** on **any** portion of WHISTLER WOODS, **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 and/or **Lennar**, as applicable. The Declarant and Lennar **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 WHISTLER WOODS, 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 WHISTLER WOODS **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 WHISTLER WOODS to, **as** an example and not a limitation, amend **the** Master Plan, modify the boundary lines of the Common Areas, **grant** easements, dedications, agreements,

WHISTLER WOODS  
Declaration

54

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 WHISTLER WOODS 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 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** WHISTLER WOODS, 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 WHISTLER WOODS, **as** determined **by** the Declarant **in its** sole discretion, to hold marketing, **special**, and/or **promotional** events within WHISTLER WOODS without any charge **for use**. The Declarant and **its** agents, **affiliates**, **or** assignees **shall have** the right to market WHISTLER WOODS in advertisements and other media by making reference to WHISTLER WOODS, including, but not limited to, pictures or drawings of WHISTLER WOODS, **Common Areas**, Lots, Parcels **and** Homes. All logos, trademarks, **and** designs used in connection with WHISTLER WOODS 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 WHISTLER WOODS, 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 WHISTLER WOODS.

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 also 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** WHISTLER WOODS so long as **any** said easements do not materially and adversely interfere with the intended **use** of Homes **previously** conveyed **to** Owners. 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. 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 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 WHISTLER WOODS 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 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 WHISTLER WOODS 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** WHISTLER WOODS or adjacent to or near WHISTLER WOODS, including, but not limited to, the size, location, configuration, elevations, design, building **materials**, height, view, **airspace**, 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 [Intentionally Deleted].

21.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, A BUILDER, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER **OF**,

WHISTLER WOODS

THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT, OR PERMITTED USER OF ANY PORTION OF WHISTLER WOODS 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 WHISTLER WOODS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF WHISTLER WOODS 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 WHISTLER WOODS (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, 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, 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 HOME.

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 IS 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; 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 TO SUBJECT WHISTLER WOODS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, 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 Lennar (in the event Lennar is no longer the Declarant) 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** Lennar (**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 WHISTLER WOODS, 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 WHISTLER WOODS without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent **shall** be obtained in the form of a joinder executed by the Declarant. 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** recorded in the Public Records.

21.19 Right to Approve **Sales** Materials. All sales, promotional, **and** advertising **materials** for any **sale of** property in WHISTLER WOODS 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 "WHISTLER WOODS". No person or **entity** shall use the name "WHISTLER WOODS," 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 WHISTLER WOODS name **and** logo, **and** such right shall automatically **pass to** the Association after the Turnover Date. However, Owners may use the name "WHISTLER WOODS" in printed or promotional material where such term is used solely to specify **that** particular property **is** located within WHISTLER WOODS. 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 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 in the event such refund **is** received by the Association.

23.

Assignment of Powers. All **or** any part **of the rights**, exemptions, 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.

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** WHISTLER WOODS, 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 WHISTLER WOODS, 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 WHISTLER WOODS 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 WHISTLER WOODS 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 WHISTLER WOODS, EACH SUCH OWNER, OCCUPANT, AND PERMITTED USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES, AND AGREES (1) 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 WHISTLER WOODS 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-

WHISTLER WOODS  
Declaration

60

WORKING HOURS), (iii) THE DECLARANT, BUILDERS, AND THE OTHER AFORESAID RELATED 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 WHISTLER WOODS 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 WHISTLER WOODS 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 WHISTLER WOODS. 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 WHISTLER WOODS 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** WHISTLER WOODS, 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 (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. 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 (2024). 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 WHISTLER WOODS **or any** lands **or** facilities outside of WHISTLER WOODS 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 WHISTLER WOODS. 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.

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 AND LENNAR 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 WHISTLER WOODS 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.

26.

Mitigation Area Monitoring. In the **event** WHISTLER WOODS 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. 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 or the Declarant 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 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 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 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 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]

## JOINDER

WHISTLER WOODS OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby **join** in the COMMUNITY DECLARATION FOR WHISTLER WOODS (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 28 day of

Ma

y

WITNESSES:

2025.

Print **Name:** Gabrielle Backa **Address:**  
7411 Fullerton St, Stezzo Jacks  
senville FL 3225!

Print Name: William Fitzgerald  
Address:  
7411 Follction St St 220  
Jacksonvil6 h 32256

**WHISTLER WOODS OWNERS' ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

By:

Denki  
*Rogat*

Name: Zenzi

Rogers  
Title: President

Address: 7411 follerton St Ste  
210  
Jacksonville FL 32256

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF

DRIDA  
oval

was cut

The foregoing instrument was acknowledged before me by <sup>a</sup> **means** of physical presence **or** online notarization this day of Cu 2025, by Zenzi Rogers as President of WHISTLER WOODS OWNERS' ASSOCIATION, **INC.**, Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me **or** has **produced**

My commission

**expires:**  
12/13/27

**Notary** Public State of Florida  
Tiffany S Csalovszki **My**  
Commission HH **472730**  
**Expires**  
**12/13/2027**

as identification.

W

Print Name:

Tiffany S.  
(salovszki

NOTARY PUBLIC, State of Florida  
at Large

WHISTLER WOODS  
Declaration

IN WITNESS WHEREOF, the undersigned, **being** the Declarant hereunder, has hereunto set its hand  
and seal this day of

Ma  
y

2025.

WITNESSES:

"DECLARANT"

LENNAR HOMES, LLC, a Florida **limited** liability company

**CTO**

Print Name: elle Barna

Address:

141

1

dilertenst Ste 220 Acsonu 16 12 322

A 32256

Print Name: William

Fitzgerald Address: Le  
R. Ezen St 517220  
Jacksonvill

By  
:  
Name:  
Title:

off Kerling

Address: 11 Fullerton St Ste 220  
Jacksonville 32256

1232250

[Company Seal]

STATE OF FLORIDA

Duval

COUNTY OF

The foregoing instrument was acknowledged before me by means of  
physical presence or  
online notarization, this

2025, by

28

day of

elan

of

the company. He/She is

of LENNAR HOMES, LLC, a Florida limited liability company, on  
behalf

is personally

**personally** known to me or

has produced as identification.

Scofflailing.

as

**My commission expires:**  
2/6/27

ZENZI ROGERS  
Commission # HH  
345529 **Expires**  
**February 6, 2027**

NOTARY PUBLIC, State of Florida at  
**Large**

Print Name:

Zenzi  
Rogers

68

WHISTLER WOODS  
Declaration

**JOINDER**

MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company ("**Millrose**"), does hereby **join** in the COMMUNITY DECLARATION FOR WHISTLER WOODS (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**. Millrose **agrees this Joinder is for** the purpose of evidencing **Millrose's** acceptance of the Declaration and subjecting any land within WHISTLER WOODS owned by Millrose to the terms of **the Declaration**, which shall be binding upon the undersigned **and its successors in title**.

IN WITNESS WHEREOF, the undersigned, being **Millrose**, has hereunto set its hand and seal this day of

2025.

WITNESSES:

य

**Print Name:** dle BaRea **Address:**  
7411 Gullerton St Ste 220  
hcksonvily PL 32286

**Print Name:** William  
fitngenald  
**Address:**  
14 '11 Fullerton St S+226  
Jacksonville FL 322

"Millrose"

**MILLROSE PROPERTIES FLORIDA, LLC, a**  
Florida **limited liability** company

By:

**Name: Title:**

#keili  
ng

**Address:** 7411 Fullerton St  
Ste 220 Jacksonville FL 322566

[Seal]

STATE OF

COUNTY OF

FL  
DUVA  
L

}

The foregoing instrument was acknowledged **before** me by means of physical **presence**  
**or** online  
notarizatio  
n/this

**this 28 day** of

**day**

**2025, by Scott Keling as**

of MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability  
company, is personally known to me or

for and on behalf thereof. He/She

My commission  
expires:

as **identification.**

has produced

**Renz**

**Rogul**

**ZinZi**

**Rogers**

NOTARY  
PUBLIC

Print **Name**

ZENZI ROGERS  
Commission # HH  
**345529 Expires**  
**February 6, 2027**

WHISTLER WOODS  
**Declaration**

EXHIBIT 1

LEGAL DESCRIPTION

A parcel of land lying in Government **Lot 1**, Section **14**, Township **2** South, Range 27 East, Duval County, Florida, **said** parcel being more particularly described **as** follows:

COMMENCE **at** the intersection of the Southerly right-of-way line of Lone **Star** Road (a 60 foot right-of-way as **now** established), **with** the Easterly right-of-way **line** of **Eddy Road**, (a 60 **foot right-of-way** as now **established** according **to Official** Records Book 985, **page 422**, of the **Official** Records of said County); thence **along said** Easterly right-of-way **line**,  $S01^{\circ}51'02''E$ , 300.24 feet to an angle point in said Easterly right-of-way line, being the Northwest corner of lands described in Official Records Book 21173, page 1960, **of** said Official Records, and the POINT OF BEGINNING of the parcel described **herein**;

thence along the Northerly line of said **lands**,  $N88^{\circ}00'48''E$ , 137.58 feet to the Northeast corner thereof; thence along **the** Easterly line **of said** lands described in Official Records Book 21173, **page** 1960,  $S01^{\circ}30'53''E$ , 330.13 feet to the Southeasterly **corner thereof**; **thence** along **the** Southerly **line** thereof,  $S88^{\circ}12'17''W$ , 137.75 feet **to** the Southwesterly corner thereof, said **corner** being on **said** Easterly right-of-way line of Eddy Road; thence along said Easterly right-of-way line,  $N01^{\circ}29'05''W$ , 329.67 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 1.04 acres, more or **less**.

Declaration

EXHIBIT 2

ARTICLES OF INCORPORATION

**EXHIBIT 3**

**BYLAWS**

**BYLAWS**  
**OF**  
**WHISTLER WOODS OWNERS' ASSOCIATION, INC. (A**  
**FLORIDA NOT-FOR-PROFIT CORPORATION)**

**TABLE OF CONTENTS**

1.	<b>Name and Location..</b>	<b>1</b>
2.	<b>Definitions</b>	<b>1</b>
3.	Members..	1
4.	<b>Board of Directors..</b>	<b>3</b>
5.		

	Meeting of Directors..	5
6.	<b>Powers</b> and Duties of the <b>Board</b> ....	6
7.	Obligations of the Association..	7
8.	<b>Officers and Their Duties.</b>	7
9.	<b>Committees</b>	
10.	<b>Records</b> .....	
11.	Corporate <b>Seal.</b>	
12.	Amendments . .	
13.	Conflict.	
14.		
15.	<b>Fiscal Year</b>	
	<b>Miscellaneous</b>	8
		.8
		.8
		9
		9
		9

1.

**BYLAWS**  
OF  
**WHISTLER WOODS OWNERS' ASSOCIATION, INC.**

Name **and** Location. The **name of the corporation** is WHISTLER WOODS 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 WHISTLER WOODS (the "**Declaration**") relating **to the residential** community known as WHISTLER WOODS, 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 (2024)**.

3.

**Members.**

3.1 **Voting Interests.** The Declarant, Builders, **and** each Owner **shall be a** member **of the** Association; provided, however, notwithstanding the foregoing **or** anything contained **in** the Governing Documents to **the** contrary, **any Landbanker** shall not be a member of the Association until **after the** Turnover. 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 (subject to the **terms** hereof regarding Landbankers). Prior to the Turnover, the Declarant shall be the Class B member **and shall have** Voting Interests **equal to nine (9) votes for each Lot owned by** the Declarant; **provided**, however, **as to** land which is annexed or added pursuant to the terms of the Declaration, the Declarant **shall** be entitled **to** fourteen (14) votes per acre **or** fraction thereof contained within a Parcel **owned by** the **Declarant**, **until** such time **as** the **Parcel** is platted, whereupon the **Declarant** shall be entitled **to nine (9) votes per** Lot owned by the Declarant in lieu **of the** votes per **acre**. After the Turnover, the Declarant and Landbankers **(if and** to the extent **a** Landbanker 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 a** Landbanker, as applicable. **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.

1

WHISTLER WOODS  
Bylaws

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 thirty percent (**30%**) 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**.

N

WHISTLER WOODS

Bylaw  
s

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 thirty percent (**30%**) 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 (2024), 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 three **(3)** 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 (2024), 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 WHISTLER WOODS 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**

3

WHISTLER WOODS  
Bylaws

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.

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 (2024)**, **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 (2024)**, 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.